

# Redacted Copy of AETN's Contract with Plaintiff

## Part II

### **11.6 Video Grabs Captions**

Brief captions must be provided along with each image, in a separate Word or Excel document. Captions must include the episode information (episodic production # and title of episode if available) the image is from.

### **11.7 Video Grabs Content**

Images should dynamically portray the key theme of the show and/or episode and should be a mixture of cropped face shots and full body images. Actors' faces should be visible. Starring actors or featured actors are preferred. Also images that are enticing, interesting, dramatic or entertaining in some way.

### **11.8 Celebrity Host Video Grabs**

If you have a celebrity host, please provide video grabs that include the host.

### **11.9 BIOGRAPHY® Series**

For the BIOGRAPHY series, please provide video grabs of the key celebrities.

### **11.10 INTERVENTION Series**

For the INTERVENTION series, please provide close up images of the featured subjects from each episode.

### **11.11 Video Grabs Delivery Timeline**

Video grabs should be sent at least a month prior to program airdate. Or if the episode is not yet available, they should be delivered at the same time as the finished master video asset

## **XII. ENGINEERING SPECIFICATIONS**

All HD materials must comply with SMPTE 274M or 296M depending on the specific HD material.

### **12.1 Program Video Levels**

- HD Bit depth recorded on tape shall be 8 or 10 bits depending on the mastering format.
- SD Bit depth recorded on tape shall be no less than 8 bits. A depth of 10 bits is preferred.
- The Program video shall conform to video level, sync, blanking width, weighted signal to noise ratios and general quality seen in the Bars test signal.
- Excessive clipping via legalizers or other timeline tools should be minimized in order to preserve image detail. A+E NETWORKS recommends video levels be adjusted during NLE ingest.
- Black or dark images should not be clipped and should reproduce picture detail over their entire range.

## **12.2 Video Luminance (White) Level**

- The video shall not exceed a level of 735mV when reproducing white on a Digital Waveform Monitor.

## **12.3 Set-Up (Black) Level**

- The video level shall not be less than 0 mV when reproducing a pure black scene or pure black area within the overall picture.
- Black level voltages should not be clipped and should reproduce picture detail over the entire range, down to 0 mV.

## **12.4 Chrominance**

- HD is measured using 100% scale.
- SD is measured using 75% scale.
- On a Digital Waveform a fully saturated high chroma scene within the overall picture detail shall not cause either of the 2 color difference signals to fall below 85mV(SD) 0mV(HD) or exceed 610mV (SD) 700mV(HD) when centered at 350mV.

## **12.5 Gamut**

- All colors shall be Legal and Valid in the digital domain.

## **12.6 Program Audio Levels & Dialnorm**

- Audio bit depth recorded on tape shall be no less than 24 bits. Digital audio shall be at a sample rate of 48 kHz, locked to video.
- No pre-emphasis or noise reduction shall be used.
- VU and Peak Program Levels must be monitored on a Broadcast Audio metering system such as the Tektronix WVR7000 or Harris VTM4100.
- Meters should be set to measure VU plus True Peak.
- Set up meter scale so that there is 20db of headroom above the level indicated during reference tone.
- With this scaling, during program material, the average audio level reproduced shall remain below the reference level. Typical average levels are between -2db below and +2db above the reference level during normal program audio. (See Chart below)
- True peaks should be monitored in a “hold” mode, and should never exceed -10db
- A+E NETWORKS deploys a “fixed dialnorm system” at a value of -24.
- Refer to ATSC RP A/85 to in order to determine best practices during Production and Post Production to meet the Loudness specification.
- Program Loudness must be monitored with a Loudness meter, such as the Dolby LM100, that employs the ITU-R BS.1770 algorithm.
- The meter must be set to measure “Stereo” (or “All” for 5.1) for Infinite Term with Dialog Intelligence enabled. This will allow for an average loudness measurement of the entire program using dialog as the anchor element.
- The entire program must be measured and upon completion the Loudness value must be between -23 and -25.

- Please avoid any significant change in Dynamic range at the start or end of a program segment which results in an abrupt change in volume when entering or exiting an interstitial break wherein all of the interstitial content meets the listed technical specifications.

PERSISTANCE DEFLECTION (below Full Scale)	OCCURANCE	OTHER
-10 dB	Occasional, Maximum Peaking Level	Audio peaking should never exceed this level.
-20 dB	Average, mid-Level	Reference Tone @ this Level.
-30 dB	Occasional, Minimum Peaking Level	Quiet, brief

### **12.7 Program Audio Dynamic Range**

Take care when mixing the tracks to ensure the finished product is compatible with the considerably narrower dynamic range imposed by various distribution systems.

### **12.8 Prominent Audio Mix**

Particular attention should be paid to the narration and dialogue tracks. Test the final stereo mix by summing to mono and reproducing on “cheap” speakers to ensure the main narration or dialogue content remains clearly and easily audible for all audiences.

### **12.9 10dB Audio Separation (Avoiding a Hot Mix)**

A -10dB separation must be maintained between the M&E and the primary Narration or Dialogue in order to avoid a “Hot Mix”, where the primary Narration or Dialogue is drowned out or ‘fights’ the M&E. Even with a -10dB separation, “Hot Mixes” may also occur due to similarities in tonal frequency between the narrator or interview dialogue, and a musical element or phrase. Please keep this in mind when performing the final mix. Please make sure the M&E and Narration/Dialogue do not fight, especially during action sequences with a wide dynamic range such as re-enactments, gun & sword battles, cannons, thunder, lightning, etc. “Hot Mix” shows will be rejected and sent back to you for re-mixing.

## **XIII. COMPUTER GRAPHICS/COMPUTER GENERATED CONTENT**

### **13.1 Graphics Resolution, Scanning and Field Dominance**

Graphics should be created using the highest resolution your NLE timeline permits. Using progressive scan is recommended to avoid field dominance issues in post and formatting. If your production is using an interlaced timeline, the upper field should be dominant.

### **13.2 Upconverted HD Graphics**

Graphics created in SD are not acceptable.

### **13.3 Textless Graphics**

All graphics MUST have a textless version created for use on your Textless masters. Please note that we define “textless” as follows: without words (in any language), numbers, abbreviations or graphic mattes/backplates of any kind. This includes (but is not limited to) maps, charts, diagrams, timelines and recreations of manuscripts or documents. All fully rendered graphic elements must be output to HD tape format (HDcam preferred) or hard drive and sent to [REDACTED]

### **13.4 Graphic Elements**

All lower 3rd backgrounds, graphic mattes/backplates and other elements and their associated alpha channels must be provided on a separate element reel or DVD created specifically for your Series or Special and labeled “PROGRAM X Element Reel”, (where “Program X” is the title of your series or Program episode). If your program consists of one single episode, i.e. a special or documentary, you may place these elements at the tail end of the textless master.). If a special program logo has been created this should be included as a separate element, both texted and textless.

### **13.5 CG and/or Green screen compositions and text**

If you are creating a full or partial ‘virtual’ environment using CG and/or green screen technology, keep in mind that the textless delivery must include all ‘virtual’ characters, objects and sets, but must not include any text, numbers or units of measure.

### **13.6 Text “Readability” and Font Sizes**

All text and titles must be formatted for easy readability in both HD and downconverted, letterboxed SD. If your HD Font is not large enough, it will shrink to unacceptable size during the downconvert to SD. (See 1.17)

### **13.7 Graphics Approval**

A+E NETWORKS recommends that all producers email a texted frame grab of their program graphics to their programming coordinators to obtain Text size approvals before finalizing their programs.

## **XIV. CLOSED CAPTIONING**

### **14.1 CC Requirements**

All A+E NETWORKS HD texted masters must arrive to A+E NETWORKS containing 708 (608 compliant) captioning of all spoken dialogue in the program.

All A+E NETWORKS SD texted masters must arrive to A+E NETWORKS containing 608 captioning. (see A+E NETWORKS Approved cc Vendor Index). A copy of the captioning file and the file creation vendor's contact information must be emailed to [REDACTED]. Please name the file with the series name, episode number and title. A+E NETWORKS must be informed of the method either tape or file based by which the captioning is being encoded to the masters as well as the facility where it is occurring.

#### **14.2 Non-Standard Caption Encoding Workflows**

If you intend to use a non-linear software based solution to encode your captions, you must notify A+E NETWORKS Technical Operations in advance of delivery. Please contact [REDACTED] to provide a detailed description of the workflow and systems used.

#### **14.3 Failure to Caption**

Failure to provide Closed Captioned HD and SD masters may result in a delay of payment or A+E NETWORKS withholding a portion of final payment to cover A+E NETWORKS incurred costs to provide live, pre-live and/or offline closed captioning of the program for the initial air date.

#### **14.4 CC Sponsorship Prohibitions**

No commercial, sponsorship or supplier information is allowed in the closed captioning other than: "CAPTIONING PROVIDED BY A+E NETWORKS".

#### **14.5 Documentary Style Captioning**

For Documentary Style programs such as The Universe, The First 48, Modern Marvels, etc, 3-LINE ROLL UP style captioning should be used.

#### **14.6 Dramatic, Reality and Dialogue Style Captioning**

For Dialogue based programs such as Movies, Dramatic or Reality Series and other programming that requires dialogue be followed, POP ON (aka Timed & Placed) style captioning must be used.

#### **14.7 A+E NETWORKS Preferred CC Rates and Vendors**

Special rates have been established with the following vendors for work performed on behalf of A+E NETWORKS:

**A+E NETWORKS APPROVED CAPTION VENDORS**

**CaptionMax:**

2438 27<sup>TH</sup> Ave South  
Minneapolis, MN 55406  
Phone: (612) 341-3566  
Contact: Donna Horn  
Email: [donna@captionmax.com](mailto:donna@captionmax.com)

159 W. 25th Street, Suite 1009  
New York, NY 10001  
Phone: (212) 462-0060  
Contact: Donna Horn

441 N. Varney St  
Burbank, CA 91502  
Phone: (818)-295-2500  
Contact: Lindsay Beiriger  
Email: [lindsaybeiriger@captionmax.com](mailto:lindsaybeiriger@captionmax.com)

**Elrom**

419 Park Ave South, Suite 600  
New York, NY 10016  
Phone: (212) 645-5050  
Contact: Stephanie Palmer  
Email: [Stephanie@elrom.tv](mailto:Stephanie@elrom.tv)

**Media Access Group at WGBH**  
10 Guest St.  
Boston, MA 02135  
Phone: (617) 300-3623  
Contact: Lindsey Neill  
Email: [lindsey\\_neill@wgbh.org](mailto:lindsey_neill@wgbh.org)

**Media Access Group – Burbank Office**  
300 E. Magnolia Blvd. 2<sup>nd</sup> FL  
Burbank, CA 91502  
Phone: (818) 562-3344  
Contact: Linda Idoni  
Email: [linda\\_idoni@wgbh.org](mailto:linda_idoni@wgbh.org)

**VITAC**

101 Hillpointe Dr.  
Canonsburg, PA 15317-9503  
Phone: (800) 278-4822  
Contact: Darryn Cleary  
Email: [darryn-c@vitac.com](mailto:darryn-c@vitac.com)

**VITAC, LA**

4605 Lankershim Blvd.  
North Hollywood, CA 91602  
Phone: (888) 528-4822  
Contact: Maggie McDermott  
Email: [maggie-m@vitac.com](mailto:maggie-m@vitac.com)

**Vitac DC**

1501 Wilson Blvd.  
Arlington, VA 22209  
Phone: (703) 807-2766  
Heather York  
Email: [Heather-y@vitac.com](mailto:Heather-y@vitac.com)

**Soundwriters**

10 E. 39<sup>th</sup> Street, 5th Floor  
New York, New York 10016  
Phone: (212) 213-9197  
Contact: Emilio Mahomar  
Email: [emilio@soundwriters.com](mailto:emilio@soundwriters.com)

**JR Media Services, Inc.**

2501 W. Burbank Blvd #311  
Burbank, CA 91505  
Phone: (818) 557-0200  
Contact: Rob Troy  
Email: [rtroy@jrmediaservices.com](mailto:rtroy@jrmediaservices.com)

**PeopleSupport Transcription and Captioning**

111 North First Street Suite 201  
Burbank, CA 91505  
Office: (818) 848-6500 X46810  
Contact: Stephanie Gray  
Email: [sgray@peoplesupport.com](mailto:sgray@peoplesupport.com)

**National Captioning Institute**

3725 Concorde Pkwy., STE 100  
Chantilly, VA 20151  
Phone: (703) 917-7736  
Contact: Anthony DeMarco  
Email: [ademarco@NCICAP.org](mailto:ademarco@NCICAP.org)

**Captionmasters**

35242 Vista De Toda  
Capistrano Beach, CA 92624  
Phone: (949) 429-2950  
Cell: (323) 702-6024  
Contact: Jennifer Arundale  
Email: [Captionmasters@aol.com](mailto:Captionmasters@aol.com)

**Caption House (formerly Via  
Communications)**

1997 NE 150th Street  
North Miami, FL 33181  
Phone: (305) 948-7300 ext. 205  
Contact: Paola Capeles  
Email: [paola@captionhouse.com](mailto:paola@captionhouse.com)

**Treehouse Media**  
1501 Broadway, suite 900  
New York NY 10036  
Office: (212) 391 8008  
Contact: Robert Mascaro  
Email: [rob@treehousemedia.tv](mailto:rob@treehousemedia.tv)

Contact: Brendan Kelly  
Email: [brendank@optonline.net](mailto:brendank@optonline.net)

**ECI (European Captioning Institute)**  
1st Floor, Holborn Tower.  
137-144 High Holborn  
London. WC1V 6PL  
Phone: 0207 430 5802  
Contact: Steven Cook  
Email: [StevenC@ecisubtitling.com](mailto:StevenC@ecisubtitling.com)

**CLOSED CAPTIONING SERVICES INC.**  
4450 Lakeside Drive - Suite 350  
Burbank, CA 91505  
Phone: (818) 848-8826  
Contact: Deborah Schuster  
Email: [dschuster@ccscaption.com](mailto:dschuster@ccscaption.com)

**Talking Type, LLC**  
10812 St. Paul St.  
Kensington, MD 20895  
Phone: (301) 933-1900  
Contact: Sanjay Chabra  
Email: [sanjay@talkingtypecaptions.com](mailto:sanjay@talkingtypecaptions.com)

**Feature Subtitling Captioning & Translation**  
3543 W. Braddock Rd, STE D-3  
Alexandria, VA 22302  
Phone: (703) 824-3666  
Contact: Michael Meunier  
Email: [michael@featuresubtitling.com](mailto:michael@featuresubtitling.com)

**CAPTION DEPOT (formally T'NT  
Transcriptions 'N Translations)**  
875 NE 79<sup>th</sup> St  
Miami, FL 33138  
Phone: (305) 756-3380 Ext. 332  
Contact: Laura Rodriguez  
Email: [LROD@TNTMIAMI.COM](mailto:LROD@TNTMIAMI.COM)

**Caption & Subtitle Services**  
2631 E. Cass St. 2nd Fl  
Joliet, IL 60432  
Phone: (815) 740-1009  
Contact: Terry Thomas  
Email: [terry@capsubservices.com](mailto:terry@capsubservices.com)

**Bull's Eye Media Services**  
228 East 45th Street  
New York NY, 10017  
Phone: (212) 682-8000  
Cell: (516) 383-2586

**International Broadcast Facilities (IBF)**  
13 - 15 Monmouth Street  
Covent Garden  
London WC2H 9DA  
Phone: 020 7497 1515  
Contact: Stephen Ford  
Email: [stephenf@ibf.co.uk](mailto:stephenf@ibf.co.uk)

**Line 21 Media Services**  
122 - 1058 Mainland Street  
Vancouver, BC, Canada V6B 2T4  
Phone: (604) 662-4600  
Contact: Dawn Simpson  
Email: [dawn@line21cc.com](mailto:dawn@line21cc.com)

**West Coast Captioning INC.**  
302 - 3615 West 17th Avenue  
Vancouver, BC V6S 1A3 (Buzz#15)  
Phone: (604) 837-8847  
Contact: Nikki Goulas  
Email: [nikki@wccaptioning.com](mailto:nikki@wccaptioning.com) or  
[wccaptioning@telus.net](mailto:wccaptioning@telus.net)

**ITFC**  
28 Concord Road  
London W3 0TH  
+44 (0) 20 8752 0352  
[ClaudeL@itfc.com](mailto:ClaudeL@itfc.com)

## XV. RECLAMATION OF ORIGINAL FOOTAGE

### **15.1 Mandatory Delivery of Original Footage**

A+E Networks requires that certain original footage be submitted to our Media Asset Services department after completion of your program or season (if a series or documentary special). This material may include: producer's originally shot photographs and footage (e.g., location, interviews, etc.), and acquired public domain video/audio/stills, as well as any 'work-for-hire' graphic elements (fully rendered CGI) (including graphics and outtakes) relating to, or associated with, the program. These materials should not be recycled or otherwise disposed of without prior consultation with, and approval by [REDACTED]

[REDACTED]  
Any public domain archival footage acquired during production must be provided to A+E after completion of your program. Public Domain archival is defined as any footage where ownership and usage rights are in the public domain.

DO NOT SEND ANY ORIGINAL FOOTAGE UNTIL AFTER CONSULTATION WITH, AND AT THE SPECIFIC REQUEST OF [REDACTED] WHO WILL RELAY

INSTRUCTIONS REGARDING SUBMISSION. Thereafter, all required material should be sent on either tape or as a digital delivery. Shipping costs are the responsibility of the supplier. A+E requires a minimum of two week notice before any original production material can be sent AFTER SPECIFIC AEN APPROVAL. All original production material will arrive in uniform boxes with our preferred dimensions. Dimensions of box: 15.5”L x 15.5”W x 10.5”H, with a limit of 95 lbs.

Each delivered box or drive should be delivered with a completed Excel spreadsheet indicating necessary information about each delivered reel (see appendix). Upon submission of originally shot, CGI and public domain material, an electronic copy of the completed A+E Media Elements/Shoot Material Template Excel spreadsheet must be sent via email to Joseph Egan. This Excel template is available electronically by contacting [REDACTED] directly.

### **15.2 Hard Drive Technical Requirements**

If you shot your program's footage on Panasonic P2 or Sony SxS media cards or prefer to deliver this media to A+E NETWORKS on hard drives instead of tape, please follow these technical requirements.

1. 1 Drive and 1 backup drive must be an External Drive between 500GB to 2TB in size
2. Non-aluminum enclosures are preferred
3. Drive should be 7200rpm or faster
4. Drive should have USB 2.0 ports or optimally, FireWire 800
5. If possible, partition drive into two volumes -- one for Mac and one for Windows -- formatting each accordingly. Duplicate all data in each partition.
6. Drives should contain all electronic logs, lists, frame rates and projects/EDLs pertaining to the enclosed footage
7. Please package the drive securely for shipment – either in its original box or other protective container.
8. Hard Drive Suggestions: Western Digital, G-Raid or G-Tech FireWire Drives

If you are unable to deliver along these specifications, you must output the footage to HD tape.

### **15.3 Media Requirements**

All media files on the delivered hard drive(s) must be in their origination format.

All media and other files should be saved exactly as they were recorded, **maintaining the same Folder and File structure** from the solid state media cards (lastclip.txt, etc.).

Use your best judgment in organizing the transfer of this data to preserve ease of access by A+E NETWORKS on multiple non-linear editing systems (Final Cut Pro and Avid).

Include all necessary files required to import the footage (e.g."lastclip.txt" for P2 cards.)

### **15.4 Media from Avid or Final Cut 'Projects'**

If you are providing content directly from an Avid or Final Cut project, you may deliver on a hard drive per these requirements:

- Condense the project by using the “media manage” tool for either Avid or Final Cut.
- Provide “Highest Quality” size Quick Time media files and FCP project files for Final Cut Projects and OMF/MXF files for Avid Projects.
- Do not delete unused media.

For Avid users, your HD projects should not be exported as a Quick Time reference. Export as a straight Quick Time movies. Inside your Quick Time settings you need to choose Custom. Click on Format Options and make sure your settings are set to:

- Compression: Animation
- Depth: Millions of Colors or Millions of Colors+ (+ is if you require an alpha channel)
- Quality: Best
- Frame Rate: Match the frame rate of your project

This will ensure an organized file structure that allows for access from one drive. Otherwise, A+E NETWORKS will not be able to read the content and will request a re-delivery of the material.

## **XVI. CREDITS**

### **16.1 Credits**

Credits should be provided according to the latest credits style guide for your Network and should be available from your Programming Representative. Please request a .jpeg or image that you can import into your NLE for sizing and style guidance.

### **16.2 Credits over Black**

At the tail end (:30 seconds after program end) of your Program master, please provide program credits as white text over black, preserving any drop shadows or other effects used

in the original credits over picture. These credits may be used for International mastering or other repurposing.

## **XVII. PAYMENT REMITTANCE PROCEDURES**

THESE PROCEDURES MUST BE FOLLOWED FOR A+E NETWORKS TO PROCESS A PAYMENT.

A+E NETWORKS may also require that you provide a Department of the Treasury IRS Form W-9 or Form W-8, as appropriate, prior to initial payment.

### ***17.1 Event Triggers***

As each applicable payment event trigger occurs or becomes due, send one (1) invoice for each such event via any one of the following methods:

1. As an email attachment (PREFERRED METHOD) to [REDACTED] copying the appropriate A+E NETWORKS programming executive as well, or
2. Facsimile to A+E Program Accounting, Attn: [REDACTED] to [REDACTED] (again, copying the appropriate A+E NETWORKS programming executive), or
3. US Mail A+E Program Accounting, Attn: [REDACTED]  
[REDACTED]

EXCEPT THAT, IF THE FIRST INVOICE IS FOR A PAYMENT DUE UPON EXECUTION OF THE AGREEMENT, SUCH INVOICE SHALL BE SENT TO THE LEGAL & BUSINESS AFFAIRS DEPARTMENT WHEN YOU RETURN THE EXECUTED AGREEMENT FOR COUNTERSIGNATURE.

### ***17.2 Required Invoice Information***

1. An invoice number
2. Date
3. Your current address and contact information
4. A "Remit to" address (if different than your current address)
5. If a wire transfer is requested, you must include your banking information (including the bank name, the bank account name, the routing number, the account number, the SWIFT/BIC code, the sort code, the IBAN, if applicable, and your phone number)
6. The full Program/Series name
7. The name of the current A+E NETWORKS Programming Executive.
8. If the invoice is for a number of episodes in a series, please give the series title, and list the individual episode name(s) and numbers(s). Please include any former titles of the series or episodes
9. A description of the event triggering payment that mirrors the language of the Agreement, and the amount to be paid.

10. The PAC number (found on the first page of the applicable agreement or amendment) must be included prominently on the invoice.

### **17.3 Definition of “Final Delivery”**

The phrase “Final Delivery” means delivery of ALL Delivery Materials required per the Agreement, not just a program master. Therefore, do not use the phrase “Final Delivery” on an invoice unless all Delivery Materials have been sent to and approved by A+E NETWORKS. Only delivery to, and acceptance by, A+E NETWORKS of all Delivery Materials will trigger technical acceptance approval and payment (see the Agreement).

## **XVIII. RIGHTS BIBLE REQUIREMENTS**

### **18.1 Debut Website**

All rights bibles and programming deliverables for all productions...

- Commissioned (work-for-hire for A+E NETWORKS)
- Co-productions
- Acquisitions/licenses
- Representation Agreements (sales agency/distribution agreements)

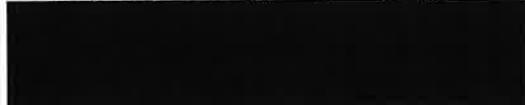
...must be submitted for approval through A+E NETWORKS's deliverables website:



<https://debut.aetvn.com>

To activate account and arrange for training please contact:

**A&E, Bio, History, H2, CI programs and Rep/Agency programs**



**Lifetime, Lifetime Real Women, Lifetime Movie Network programs**



## **18.2 Required Third Party Rights**

Per your Production Agreement, and unless otherwise stated therein, all material (e.g., photos, footage, music, etc.) that is owned by a third party ("Third Party Materials") and included under license in your program must be cleared for exploitation in All Media, Worldwide, in Perpetuity.

## **18.3 Rights Waivers**

If you are unable to clear any Third Party Materials for the minimum rights (i.e., media, territory, or term) as detailed in your Production Agreement, you must obtain a prior, written Rights Waiver in order to include such material in your program. You may request a Rights Waiver by contacting: a) your Programming Executive, and b) [REDACTED]

[REDACTED] Please be advised that Rights Waivers are only granted under certain, limited circumstances and must be requested prior to inclusion of the material in your program. No rights waivers will be granted retroactively.

## **18.4 Original / Composed Music**

Unless specifically permitted in the Production Agreement (or a written amendment *thereto*), A+E NETWORKS shall be the publisher of any/all original music commissioned for the Program/Series.

## **18.5 Music Cue Sheets**

Effective immediately, cue sheets for all applicable A+E productions must be created and submitted on-line via Soundmouse (i.e., rather than via an Excel file uploaded to Debut).



Once submitted and *approved*, Soundmouse will automatically create and upload your cue sheet to Debut Rights Management System for the corresponding program's rights bible

Soundmouse login IDs and training can be arranged upon your request.

### ***For login requests:***

1. Please go to <http://www.soundmouse.com>
2. Click the "New User" button
3. Fill in the registration form

### ***For training:***

Contact Soundmouse Client Services: [info@soundmouse.com](mailto:info@soundmouse.com)  
Tel. +44 (0)20 7420 2120

**Please note that copyright ownership of all original, commissioned music is retained by A+E.**

When entering music publishers for original music cues, please select the appropriate company listed below that corresponds to the applicable network and performing rights society affiliation of the composer(s).

*For example, composer John Smith is affiliated with ASCAP and composed music for an episode of Bio. You would list "Escape the Ordinary Music (ASCAP)" as the publisher on the cue sheet.*

*Jane Doe is affiliated with BMI and composed music for Lifetime's Project Runway. You would list "Her Muse Music Inc. (BMI)" as the publisher on the cue sheet.*

***A&E, History and Bio:***

- Escape the Ordinary Music (ASCAP)
- A+E NETWORKS Music Publishing (BMI)
- HTV Music Publishing (SESAC)

***Lifetime:***

- Sonic Sister Music (ASCAP)
- Her Muse Music (BMI)
- Soul Sister Music (SESAC)

***Scoreganics (A+E Music Library):***

All Scoreganics cues have been pre-loaded into Soundmouse and are searchable by cue title. Appropriate music publishers will auto-populate on your Soundmouse cue sheet, however Scoreganics publishers, for reference, are as follows:

- Artfully Entertaining Music Library (ASCAP)
- Biographically Entertaining Music Library (BMI)
- Historically Entertaining Music Library (SESAC)

***A+E Contacts:***

Questions concerning cue sheets, cue information or missing headers please contact:

[REDACTED]

Questions/issues regarding logins/registration please contact:

[REDACTED]

***Reminder:***

**All Music materials used in your program must be identified on a Music Cue Sheet, and all corresponding music agreements must be uploaded and submitted on the Music tab of the program's rights bible in Debut Rights Bible Manager System.**

**18.6 Music Labeling**

Music DVDs should be labeled with the series or show/episode title and the composer.

**Please Note: Final payment cannot be released until ALL delivery materials have been submitted and formally accepted by A+E NETWORKS.**

## 18.7 SAMPLE COMPOSER AGREEMENT

THIS IS A SAMPLE CONTRACT FORM ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. A+E NETWORKS EXPECTS PRODUCER TO CONSULT COMPETENT COUNSEL FOR APPROPRIATE ADVICE ON ALL LEGAL ISSUES PERTAINING TO ITS PRODUCTIONS.

### COMPOSER AGREEMENT

This Agreement is effective as of \_\_\_\_\_, 20[XX] by and between \_\_\_\_\_ [Producer] of \_\_\_\_\_ [Address] (hereinafter the "Producer") its licensees and assigns, and \_\_\_\_\_ [insert name of Composer; if loan-out corporation add: "providing the services of [Composer name]] ("Composer") of \_\_\_\_\_ [Address], with respect to Composer providing services for the purpose of creating original music for possible inclusion in the soundtrack of the audiovisual work consisting of [ ] [half] hour programs currently entitled [" " ] (individually the "Program" or "Episode" and collectively the "Series") intended for initial exhibition on one of the programming services of A+E Networks (hereinafter the "NETWORKS"). The terms are as follows:

1. (a) Composer will write, compose, orchestrate, arrange, produce, record and deliver such original music elements, including master recordings of such music elements (the "Music") as may be required by Producer in accordance with Producer's instructions, requirements and schedule in the format(s) specified by Producer. The Music and Delivery Materials (defined below) to be furnished by Composer in connection with the Series shall include but not be limited to all of the elements listed on Exhibit A (attached hereto and incorporated herein by reference). Composer shall perform all services in a first-class professional manner and subject at all times to the instructions and directions of Producer.  
  
(b) It is of the essence to this Agreement that Composer shall deliver to Producer accurate and complete cue sheet information, on or before the date provided by Producer but in no event more than thirty (30) days following completion of the fine cut (hereinafter the "Delivery Date"), including composer's performing rights society affiliation, title of the [Program/Series (and each Episode, if applicable)], opens, cues, bumpers, background and theme music titles and timings. Producer and Composer hereby acknowledge that NETWORKS is the publisher of all Music created for the Series and covenant and agree that the applicable NETWORKS publishing information listed below shall be reference on all cue sheets associated with the [Program/Series]:

Composer is a member of \_\_\_\_\_ [Performing Rights Society], therefore the publisher shall be:

[For A&E, Bio, CI, and History/HISTORY brand extension Programs]

(i) ASCAP:	Escape The Ordinary Music	CAE#438-58-58-13
(ii) BMI:	A+E NETWORKS Music Publishing	CAE#439-45-82-27

(iii) SESAC: HTV Music Publishing

CAE#451-85-14-58

[For Lifetime Programs]

(i) ASCAP:	Sonic Sister Music	CAE#407-37-96-46
(ii) BMI:	Her Muse Music	CAE#407-59-03-61
(iii) SESAC:	Soul Sister Music	CAE#600-87-21-78

Composer shall deliver to both Producer and NETWORKS a master recording of all originally composed music (and lyrics, if any), including all versions of such music (whether or not used in the final Program) on an audio CD/DVD and labeled NETWORKS Original Music on or before the Delivery Date. The Music shall be sufficient for use in the [Program/Series] (in Producer's discretion) and shall include each of the elements set forth in Exhibit A unless otherwise specified by Producer. (The Music and all other elements to be delivered hereunder shall hereinafter be referred to as the "Delivery Materials".)

2. . The Delivery Materials and all other materials Composer contributes or furnishes hereunder and all of the results and proceeds of Composer's services hereunder (hereinafter sometimes collectively referred to as the "Works") in connection with the [Program/Series] shall be created by Composer as the sole creator thereof, shall be the original work of Composer and shall be created as s "works made-for-hire" specially ordered by Producer for use as part of the Series pursuant to Section 201 of the United States Copyright Act of 1976, as amended, with NETWORKS being deemed the sole author and owner thereof for all purposes under the terms of Section 201, with the right to use, reproduce and/or exploit the Works and cause others to use, reproduce and exploit any and all rights therein in the development, production, exploitation, distribution, marketing, advertising, promotion, and publicity of the [Program/Series] and/or the Music otherwise by any manner, devices, and means, in any and all media, whether now known or hereafter devised, in perpetuity, throughout the universe. In the event any of the Works are determined not to be "works-made-for-hire", Composer hereby irrevocably grants and assigns to NETWORKS, in perpetuity, with all now known or hereafter existing rights of every kind and nature in the Works and all rights therein throughout the universe with the perpetual right to use and/or exploit such Works in any way, in any and all media, whether now known or hereafter devised which assignment is further acknowledged in Exhibit B attached hereto and incorporated herein by reference.. The rights granted in the previous sentence shall vest fully upon the execution of this Agreement.

3. (a) Provided the Composer fully performs all services and obligations required to be performed by Composer hereunder, and provided further that Composer is not in default of any of the terms or obligations hereunder, Producer agrees to pay Composer, as full and complete consideration for his services hereunder and for all rights granted to Producer herein, an "all-in" fee in the amount of \_\_\_\_\_ Dollars (\$XXXX) (the "Fee") upon receipt of satisfactory invoicing, payable as follows:

(i) \_\_\_\_\_ Dollars (\$XXXX) upon execution of this Agreement;

(ii) \_\_\_\_\_ Dollars (\$XXXX) upon delivery and acceptance of all Delivery Materials

The Fee includes any and all costs, fees and expenses incurred for or in connection with the creation and production of, and the acquisition of rights in, the Delivery Materials (including, without limitation, all recording costs, synchronization fees, required union or guild payments, if any, to Composer and all musicians, and other individuals performing services on the Music, and all applicable pension, health and welfare fund contributions, if any, all musicians' fees and orchestration costs and all arrangers' costs). Producer will have completely fulfilled its obligation to Composer by payment of the Fee as provided herein.

(b) Composer shall be solely responsible for any costs incurred in connection with the Music and the masters in excess of the Fee, including, without limitation, any and all fees or payments to third parties.

4. Producer shall have the right to issue, and authorize others to issue, publicity concerning Composer, and the right to use Composer's name, likeness and biographical data in connection with the distribution, exhibition, advertising and exploitation of the [Program/Series] or otherwise. Composer shall not directly or indirectly issue or permit the issuance of any publicity, or grant any interviews, or make any statements, concerning Composer's services under this Agreement without Producer's prior written consent in each instance.

5. Neither Producer nor NETWORKS (nor any successor or licensee thereof) shall be required to pay any monies directly to the Composer for public performance of the Music. Composer shall receive, if at all, 100% of the 'writer's share' of fees for public performances of the Music from the performing rights society with which Composer is, or may in the future become, affiliated which shall be fifty percent (50%) of any and all performing rights fees distributed in connection with the [Program/Series]. Composer agrees to look solely to such society for payment of those amounts. Composer hereby agrees that NETWORKS shall be acknowledged on all documentation, including but not limited to music cue sheets, as the publisher of all Music in order to ensure that NETWORKS receives 100% of the 'publisher's share' of fees for the public performance of the Music which shall be fifty percent (50%) of any and all performing rights fees distributed in connection with the Music.

6. **Option #1:** Provided that Composer fully performs all of the services and obligations required to be performed by Composer hereunder, that Composer is not in default of any of the terms or obligations hereunder, that Producer has not engaged the services of any other composer with respect to the [Program/Series], and that the masters, as delivered to Producer are substantially embodied in the [Program/Series], and upon use of the music by Composer as initially exhibited, Composer will receive credit on the [Program/Series], substantially as follows:

[Music Composed By ]

**Option #2:** All aspects of any credit provision, including whether a credit will be accorded, shall be at Producer's sole discretion.

7. Producer, in its sole discretion, may make such changes, adaptations, editorial revisions and arrangements of the Music, or any part thereof, and Producer shall have the right to register any such versions in its own name with any agency or authority in any national or state/provincial jurisdiction and to retain all rights therein, whether now known or hereafter devised, throughout the universe, for the full term of copyright protection therein (and to renew and extend any such copyright thereon), and Producer may cause the title of the Works to be changed. Composer hereby waives all rights of "Droit Moral" and/or so called "moral rights of authors" or any similar rights or principals of law which composer may now or later have in the Works in any and all jurisdictions.

8. Composer warrants, represents and covenants that:

(a) Composer has the right, power and authority to make, enter into and fully perform this Agreement and all of its terms and to grant to Producer all of the rights herein granted. Composer is not subject to any obligation or disability which will or might prevent Composer from fully keeping and performing all of the covenants and conditions to be kept or performed by Composer hereunder, and Composer has not made and will not make any grant, assignment or commitment and will not do or permit any act which will or might interfere with or impair the full and complete performance of Composer's services or Producer's full and complete enjoyment and exercise of the rights and privileges granted herein;

(b) Any and all material written or furnished by Composer hereunder is or will be the original creation of Composer, shall not have been exploited previously in any manner or medium, shall not be in the public domain, shall not utilize 'sound alike' elements which in any way imitate a third party and shall not infringe upon or violate the rights of any person or entity;

(c) There are no liens, claims or encumbrances which might conflict with or otherwise affect any of the provisions of this Agreement or the Producer's promotion or exploitation of the Series (and all rights therein) in any and all media whether now known or hereafter devised, throughout the universe, in perpetuity;

(d) The services of Composer and the Music and the masters are not and will not be subject to any union or collective bargaining agreement, and Composer shall not have any rights or privileges (nor Producer any obligations) as specified in any union or collective bargaining agreement; and

(e) Composer shall be solely responsible for obtaining any and all required licenses, permissions and consents from third parties, including but not limited to musicians that may be required in connection with Producer's exercise of the rights granted to Producer herein including without limitation, the Delivery Materials.

9. Composer shall indemnify and hold harmless Producer and Producer's employees and its officers, agents, designees, successors, assigns and licensees from and against any and all liabilities, claims, costs, damages and expenses (including attorney's fees and disbursements) arising out of or in connection with a breach or alleged breach of the covenants, warranties and representations contained in this Agreement.

10. Services rendered by Composer hereunder shall comply with the Communications Act of 1934, as amended, with all applicable rules and regulations of the Federal Communications Commission and all other state and federal laws pertaining to the production, duplication, distribution and telecast of Series. Composer shall not accept any compensation, gift or gratuity whatsoever, in any manner contrary to Sections 317 and 507 of the Communications Act, as amended, or Section 73.1212 of the Rules of the Federal Communications Commission.

11. Composer agrees to execute any documents and to do any other acts as may reasonably be required by Producer or its assignees or licensees to evidence or effectuate NETWORKS's rights hereunder. Composer hereby appoints Producer as his attorney-in-fact to execute any such documents or perform any acts, as referenced in the previous sentence if Composer fails to do so within five (5) business days after receipt of Producer's request for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation.

12. Composer acknowledges and agrees that Composer is acting hereunder as an independent contractor for the provision of his services hereunder and is not an employee of Producer.

13. (a) Producer shall have the right, at any time, to assign or otherwise transfer this Agreement, in whole or in part, or any or all of the Producer's rights or obligations hereunder to any third party. This Agreement may not be assigned, transferred or encumbered by Composer, in whole or in part, by operation of law or otherwise, without Producer's prior written consent, and any such assignment without Producer's consent will be deemed ineffective and void ab initio.

(b) This Agreement shall be subject to the laws of the State of New York applicable to contracts entered into and to be wholly performed therein without regard to principles of conflict of laws. All claims, disputes or disagreements which may arise out of the interpretation, performance or breach of this Agreement shall be submitted exclusively to the jurisdiction of the state courts of the State of New York.

(c) In the event of any breach or alleged breach by Producer hereunder, Composer's rights shall be limited to an action at law for money damages, if any actually suffered. In no event shall Composer be entitled to terminate or rescind this Agreement or to restrain, enjoin or otherwise impair the production, distribution, advertising, publicizing or exploitation of the materials or the Series or any rights therein. Producer shall not be in breach of any of its obligations hereunder, unless and until Composer shall have given Producer written notice thereof, and Producer shall have failed to cure any such breach prior to thirty (30) days after

Producer's receipt of such written notice; provided, however, in no event shall Composer be entitled to seek or to obtain injunctive or other equitable relief for breach or non-compliance with any obligations hereunder.

(d) Any notice either party may desire or is required to give hereunder shall be in writing by registered or certified mail or by telefax to the respective address as first detailed therein.

(e) This Agreement constitutes the entire agreement between parties with respect to the within subject matter and supersedes and replaces any previous document, correspondence, conversation or other written or oral understanding relating to subject matter of this Agreement.

(f) No waiver by either party hereto of any breach by the other party of any term, covenant or condition of this Agreement shall be deemed a waiver of any other breach (whether prior to or subsequent) of the same or of any other term, covenant or condition of his or any other Agreement. If any provision of this agreement shall be adjudged by a court of competent jurisdiction to be invalid, unenforceable or otherwise ineffective, such adjudication shall in no way affect any other provision of this Agreement, and the remainder of the Agreement shall be effective as though such invalid, unenforceable or ineffective provision had not been contained herein.

(g) This Agreement, and all rights and obligations hereunder, shall be binding upon, and insure to the benefit of, the parties, hereto and their respective heirs, executors, administrators, personal representatives, designees, successors, licensees and assigns.

(h) Nothing contained in this Agreement shall be construed to create a partnership or joint venture by or between Producer and Composer or make either the agent of the other.

(i) The parties hereby agree that those customary provisions which are normally included in Producer's agreements of this type are deemed included herein ( including without limitations, those relating to, incapacity, force majeure, labor dispute, suspension and termination).

If the foregoing accurately reflects your understanding of the terms and conditions of our agreement, please so indicate by signing the enclosed duplicate original where indicated and returning it to Producer.

Yours Sincerely,

[PRODUCTION COMPANY]

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

AGREED TO AND ACCEPTED:

COMPOSER

By: \_\_\_\_\_

ITS: \_\_\_\_\_

Federal ID. Number: \_\_\_\_\_

EXHIBIT "A"

Attached to and forming part of the Agreement dated as of \_\_\_\_\_, 20[XX]  
between A&E Television Networks, LLC and \_\_\_\_\_ [Producer] its licensees and assigns, and  
\_\_\_\_\_ [insert name of Composer(s); if loan-out corporation add: "providing the  
services of [Composer name(s)]] ("Composer")

DELIVERY MATERIALS

1. Composer shall deliver to A+E NETWORKS an audio CD/DVD labeled "A+E NETWORKS Original Music" containing all recorded versions of originally created music and lyrics including versions created but not used in the Project.
2. Composer shall create, record and deliver all versions of the following Music elements on or before the Delivery Date unless otherwise directed by Producer:
  - (i) Original Length XX seconds
  - (iii)Cut Down XX seconds

COMPOSER LIST

1. [Composer Name #1] XX% [Performing Rights Society Name]
2. [Composer Name #2] XX% [Performing Rights Society Name]

To deliver the A+E NETWORKS Original Music to A+E NETWORKS, please send the Delivery Materials to:

A+E Networks  
Attention: [REDACTED]  
[REDACTED]

EXHIBIT "B"

Attached to and forming part of the Agreement dated as of \_\_\_\_\_, 20[XX]  
between A&E Television Networks, LLC and \_\_\_\_\_ [Producer] its licensees and assigns, and  
[insert name of Composer(s); if loan-out corporation add: "providing the  
services of [Composer name(s)]] ("Composer")

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

The undersigned:

Name: \_\_\_\_\_ [Producer] and \_\_\_\_\_ [Composer(s)] each  
individually and d/b/a/ \_\_\_\_\_ [Producer] ("Assignor")

Address: [Assignor's Address]

For good and valuable consideration receipt of which is hereby acknowledged, hereby  
irrevocably sells, grants, transfers, assigns and sets over unto:

Name: A&E Television Networks, LLC ("Assignee")

Address: 235 East 45<sup>th</sup> Street  
New York, New York 10017

and its successors and assigns forever, an undivided one hundred percent (100%) of all present  
and future right, title and interest in and to any and all copyrights and other rights which the  
Assignor owns, or may own, now or hereafter, in or with respect to the musical compositions and  
recordings created for the Project (hereinafter "Musical Works"), in whole or in part, together  
with any and all renewals, extensions, reversions, and continuations of such copyrights, secured  
or to be secured under the United States Copyright Act of 1976, as amended, or any other  
copyright law or similar law now or hereafter in force and effect in the United States or any other  
countries throughout the world. This assignment shall be forever binding upon and enforceable  
against the undersigned's successors, heirs, legatees, administrators and assigns.

This instrument is subject to all of the terms and conditions of the above-referenced Agreement.

BY: \_\_\_\_\_  
[Production Company]

ITS: \_\_\_\_\_

## **18.8 A+E NETWORKS/EXTREME MUSIC BLANKET LICENSE AGREEMENT**

**Date:** As of October 20, 2009 – November 30, 2012

We are very pleased to announce that we are now operating under a **blanket license** with **Extreme Music**, the globally recognized super-brand of production music.

All programming owned by A+E qualifies for unfettered access to the *entire Extreme Music Library*, and *Scoreganics* – A+E’s production music library.

Licensed programs owned by a third-party may qualify for access subject to approval by A+E.

**1) A+E Networks Eligible Networks:**

A&E Network	Military History Channel
BIO	Crime and Investigation Network
History	Lifetime Television
H2	Lifetime Movie Network
History en Espanol	Lifetime Real Women

**2) Eligible (Other): A&E Indie Films**

**3) Rights Granted:** All synch, master and public performance rights, for all productions and co-productions owned and/or exclusively licensed (see above advisory) by A+E or Lifetime.

**4) Territory:** World      **Media:** All      **Term:** In Perpetuity

**5) Fees:** All synch and master fees have been prepaid by A+E Networks. Usage is unlimited, and there is no additional cost to you.

**6) Website:** [www.aenetworkspm.com](http://www.aenetworkspm.com)

**7) Sign-Up Procedure:**

- 1) Navigate to: <http://www.aetnpm.com>
- 2) Click “Sign Up” button in the lower right-hand corner of the screen
- 3) Fill in the registration form  
*IMPORTANT:* In the COMPANY NAME field, please list your company name followed by “A+E”, e.g. “XYZ Productions – A+E”
- 4) Agree to the Terms of Service
- 5) A representative from Extreme Music will contact you shortly with your A+E log-in and password

**8) Music Reporting/Music Cue Sheets:** A Music Cue sheet is a REQUIRED DELIVERABLE.

The Extreme and Scoreganics music libraries have been pre-loaded into Soundmouse and are searchable by cue title. Once selected, all title, composer and publisher will auto-populate in Soundmouse.

Alternatively, cue details can be referenced in the TRACK CONTROL panel on the A+E NETWORKS Music Portal ([www.AENetworkspm.com](http://www.AENetworkspm.com)).

Music Cue Sheets are to be submitted via Soundmouse (see section 18.7)

**9) Advisory:** Under no circumstances may your A+E NETWORKS log-in be used for any non-A+E NETWORKS projects. Improper use or any sharing of you're A+E NETWORKS log-in is prohibited.

**10) Resources:** We are ready to assist you with any questions, problems, music searches or training on how to navigate the A+E NETWORKS Production Music website.

**Contacts:**

**Extreme Music:**

Tyra Elder | Extreme Music (NY): [tyra@extrememusic.com](mailto:tyra@extrememusic.com) (212) 833-4982

Cindy Chao | Extreme Music (NY): [cindy@extrememusic.com](mailto:cindy@extrememusic.com) (212) 833-4953

Leetal Nissenbaum| Extreme Music (LA): [leetal@extrememusic.com](mailto:leetal@extrememusic.com) (310) 899-3216

**A+E NETWORKS:**

[REDACTED] | A+E NETWORKS NY: [REDACTED]

**11) Extreme Custom Music Service!**

As an added facet of A+E's relationship with Extreme Music, we are pleased to make Extreme's new custom music service available to our producers at special rates.

Housed in a brand new, state-of-the-art facility in LA, the service employs a variety of talented composers (some of whom have trained under Hans Zimmer,) and specialize in unscripted, reality, documentary and light drama television productions.

This service does involve a fee, however Extreme is prepared to work within your particular needs – anything from a theme to a micro-library of custom cues to a full score, and your budget.

There is no cost or obligation to inquire about the service, and we are pleased to make this unique opportunity available to you.

**CONTACTS for Extreme Custom Scoring:**

**Extreme Music:**

Russell Emanuel -- tel. (310) 395-0408 | email: [Russell@extrememusic.com](mailto:Russell@extrememusic.com)

A+E:



## **18.9 Example Rights Bible Affidavit**

## AFFIDAVIT

STATE OF )  
) ss.: )  
COUNTY OF )

(Full Name) \_\_\_\_\_, being duly sworn, deposes and says:  
I am the (Title) \_\_\_\_\_ and an officer of  
(Company Name) \_\_\_\_\_ ("Producer") and duly authorized  
to submit this Affidavit on its behalf.

2. I am providing this affidavit as a part of the Rights Bible in connection with the agreement dated as of \_\_\_\_\_ (the "Agreement"), by and between Producer and A+E Networks relating to Producer's production of the program (or series, as applicable) entitled \_\_\_\_\_ ("Program").

3. Capitalized terms not defined herein shall have their same meaning as stated in the Agreement.

4. I hereby warrant, represent and certify on behalf of Producer that, with regard to Program, production costs were incurred as provided below:

(a) \_\_\_\_\_ percent (\_\_\_\_%) of the production costs were incurred within the United States; and

(b) \_\_\_\_\_ percent (\_\_\_\_%) of the production costs were incurred outside of the United States.

In witness whereof, the undersigned has duly caused this Affidavit to be executed as of  
, 200 .

---

Company Name

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Sworn to before me this

day of \_\_\_\_\_, 20\_\_\_\_

---

**Notary Public**

## XIX. ACCEPTABLE HD CODEC CHART

High Definition Format Acquisition/Editing Chart					
HD Formats	Bit/Sampling Rate	Acceptable	Workflow	Comments	Storage
Sony HDCam	135 mbps (3:1:1)	YES	Similar to SD:1:1HD-SDI capture to NLE Output to HD-SDI for master		474 GB/Hr
Sony HDCam SR	440/880 mbps (4:2:2 / 4:4:4)	YES	4:2:2 1:1HD-SDI capture to NLE Output to HD-SDI for master	4:4:4 requires massive power; Ties up gear rendering	1.5/3.0 TB/Hr
Panasonic DVCPRO HD 100mb	100 mbps (4:2:2)	YES	Firewire via DV or 1:1HD-SDI capture to NLE Output to HD-SDI for master		352 GB/Hr
Avid DnX HD	145-220 mbps (4:2:2)	YES	Multiple editors, shared storage, Mixable formats, high quality effects/titling; high quality mastering		510-774 GB/Hr
ProRes 422 XDCAM HD	145-220 mbps (4:2:2)	YES	HD lossy codec, shared storage, Mixable formats, high quality		510-774 GB/Hr

## XX. SHORT FORM PROGRAMS

### 20.1 Short Form Definition

These are separate and distinct from Preview Clips (see Section XXI). A+E NETWORKS defines Short Form programs as programs that are separate and distinct from the originally produced Long Form program.

## 20.2 Short Form Deliverables

In the event that you are required to deliver short form programs, **rights to all materials used must be cleared for use in all media, worldwide, in perpetuity**. All suppliers who have been contracted to create short form content must deliver the following materials in the same fashion, format and frame rate as the program masters described above. All technical requirements, including video and audio specs, are also the same as program masters as described above.

HIGH DEFINITION			
QTY	Format	Frame Rate	Description
1	HDCAM Version of Short Form (Combined onto One Reel)	Same as project timeline	TEXTED/ MIX AUDIO
1	HDCAM Version of Short Form (Combined onto One Reel)	Same as project timeline	TEXTLESS w/ SPLIT AUDIO (see Audio Section)
1	DVD QuickTime .MOV Format Using HD Source/Native Compression (1 DVD per Piece)	Same as project timeline	TEXTED/ MIX AUDIO

STANDARD DEFINITION			
QTY	Format	Frame Rate	Description
1	Digibeta 720x480 (HD footage Anamorphic) (Combined onto One Reel)	29.97	TEXTED/ MIX AUDIO
1	Digibeta 720x480 (HD footage Anamorphic) (Combined onto One Reel)	29.97	TEXTLESS w/ SPLIT AUDIO (see audio section)
1	DVD QuickTime .MOV Format 720x480 (SD Source/Native Compression) (HD footage Anamorphic) (1 DVD per Piece) SD QuickTime DVD is needed for SD-only series. In all other cases, an HD QuickTime DVD is required.	29.97	TEXTED/ MIX AUDIO
AUDIO			
1	wav audio files on DVD (Same configurations as described in Audio Section) (1 DVD may be provided for multiple Short Form Pieces – Labeled/Named accordingly)	29.97	12-Track Audio
ORIGINAL SHOOT MATERIALS			
TBD	See Section XI or your Individual Legal Agreement	n/a	Various

## 20.3 Multiple Short Form Pieces

If you are creating more than one short form program, you may aggregate multiple pieces onto the above video master reels but not on the DVD's, which must be provided as separate pieces. *All aggregate reels must be provided with an accompanying Take Sheet* indicating the in/out time code points for each short form piece contained within the reel.

## **20.4 Short Form Rights Bibles**

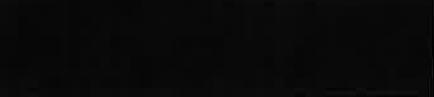
You must upload a separate Rights Bible for each short form program to Debut.



<https://debut.aetvn.com>

To activate account and arrange for training please contact:

**A&E, Bio, History, H2, HCE, MHC, CI programs and Rep/Agency programs**



**Lifetime, Lifetime Real Women, Lifetime Movie Network programs**



The following deliverables are required [file type]

- Talent/Host/Narrator Agreements [pdf]
- Third Party Visual Licenses (archival footage, stills)[pdf]
- Third Party Music and Composer agreements [pdf]
- Personal and Location Releases [pdf]
- Shot Sheet [excel]
- Music Cue Sheet (*via SoundMouse see \_\_\_*)
- E&O Certificate [pdf]
- Synopsis [word]
- Time-Coded Script [word]
- Time-Coded Lower Thirds [word]

## **20.5 QuickTime Movie (.mov) DVD Format**

Stereo full mix, No open or closed captioning, Text file or DVD label stating the specs of the video file (e.g. codec, aspect ratio, etc.). If the HD Short Form is difficult to contain on one DVD, use Dual Layer DVD-R.

## **XXI. PREVIEW CLIPS (final program samplings)**

### **21.1 Preview Clip Definition**

These are separate and distinct from Short Form material (see Section XX). A+E NETWORKS defines a 'Preview Clip' as a segment taken directly from the completed program master and must not differ in any way from that program. It will be used as a "sample" clip to preview or represent the program's story. (It may play on A+E NETWORKS's websites in advance of the program's broadcast or as a preview of the DVD offer).

## 21.2 Source Materials Clearance

Footage, stills, music and other elements in the Preview Clip must be cleared for “in-context” promotion via all media worldwide and in perpetuity. Elements that are specifically excluded for internet/broadband use cannot be included in the clip.

## 21.3 Deliverables

All Preview Clip content must deliver the following materials with the same audio/video specifications as the program masters described above:

STANDARD DEFINITION - PREVIEW CLIPS			
QTY	Format	Frame Rate	Description
1	Digibeta 4X3 (HD footage Anamorphic) (texted followed by textless)	29.97	TEXTED/TEXTLESS
1	DVD QuickTime Movie Formatted (HD footage Anamorphic)	29.97	TEXTED
NOTES			
	Digibeta should have same audio configurations as texted and textless masters respectively. No Letterboxing.		
	DVD QuickTime Movie should have the same mixed audio as texted Digibeta clip lift – 2 Channel Audio		

## 21.4 Length

Preview Clips must be a minimum of 1:00 and a maximum of 2:00 minutes in length.

## 21.5 Preview Clip Source

The Preview Clip must be pulled directly from the body of the program, not from the tease or assembled from any other program materials.

## 21.6 Style

The clip should end at a natural out point – you may end at a “cliffhanger” or other compelling conclusion. Preview clips must be approved by your Programming Executive/Representative prior to delivery.

## 21.7 Preview Clip Versions

Two versions of the clip should be provided on one Digital Betacam reel:

1. Texted with Mixed Audio Tracks (see audio section)
2. Textless with Split Audio Tracks (see audio section)

One Texted version of the clip should appear on DVD QuickTime format.  
(see 20.5 for QuickTime formatting instructions)

### **21.8 Time Code Data**

Time code IN and OUT points corresponding to the final master (location within the finished long-form program) deliverable must be provided on the label and incorporated as part of the slate. Materials that do not provide time code information may be returned.

### **21.9 Title Graphic**

The title graphic of the program should be incorporated at the start of the Preview Clip and producers should use their best judgment when placing this title graphic. The entire title sequence, as seen in the master, should not be used in its entirety. Instead, only use the portion of the sequence that reveals the title graphic.

### **21.10 Delivery Timeline**

The Preview Clip DVD and Digibeta must be provided at least 10 days prior to the program's airdate unless your Programming Executive advises otherwise.

## **XXII. FILM-TO-HD TRANSFER RECOMMENDATIONS**

When transferring film to hi-definition, A+E NETWORKS recommends the following base level processing standards – to ensure that your content ultimately meets our on-air technical requirements.

In all cases, discuss with your Programming Executive whether the footage should be cropped to fill the full 16:9 frame or pillar boxed to maintain 4:3 aspect ratio.

#### **For 8mm Film transfers to HD:**

- Film must be cleaned and prepped; if quality of film after this process is questionable, please discuss with your Programming Executive
- Start of transfer is 8mm to SD PAL video up-conversion using Teranex, Snell or other high quality upconverter.
- Color correct as needed
- End of transfer is SD PAL conversion directly to HDCAM 1920x1080p/23.98fps

#### **For 16mm/35mm Film transfers to HD:**

Either one of the following options may be exercised with these film formats.

##### Telecine

- Film must be cleaned and prepped
- Telecine Transfer from film directly to HDCAM 1920x1080p/23.98fps
- Best Light Color Correct as needed

### Film Scan

The film scan is a higher end process often used for theatrical 35mm prints & negatives (e.g. Arriscan, Spirit4K, Cintel Ditto or other film scanning method)

- Film must be Cleaned and Prepped
- Digitally scan film in either 2K or 4K resolution to digital intermediate
- Color Correct and make Digital Fixes before output to  
HDCAM 1920x1080p/23.98fps

### **Unacceptable Processes:**

- Do not transfer 16mm or 35mm film to SD source and up-convert to HD
- Do not transfer to HDV, DVCPROHD, or HDCAM SR format

### **Suggested Vendors:**

• Deluxe Media NY/LA	Contact: Jim Pagliaro, 201-784-2813
• Prime Focus NY/LA	Contact: Mary Martin, 212-520-3150
• Goldcrest Post NY	Contact: Tim Spitzer, 212-897-3967

## **XXIII. INTERNATIONAL TIP SHEET**

The A+E NETWORKS International team takes all the assets a production company delivers for each program and creates a universal international dubbing master. This master is fully texted, with textless materials at the tail, and with a customized 10 channel HD and 4 channel SD audio breakout that best fits international client demands. Here are some tips and explanations to help insure that your deliverables meet A+E NETWORKS technical standards.

### **VIDEO**

#### **1. Missing textless material and/or text on the textless.**

Text is added to the US version as a way to provide information to the audience – to identify people, places, footage sources, dates etc. Double check your textless master to insure that absolutely NO text and/or texted graphics were mistakenly left in the program timeline. This includes all graphic elements, lower thirds, chyrons, text on maps, subtitles etc. Do not leave a black hole in lieu of textless graphics or footage

**WHY:** If the English text remains, international clients may be forced to add their own language text over or around the English text, detracting from the program content, providing clutter, and making the text difficult to read.

**This applies to these deliverables:** Textless HD and/or SD versions

**2. Textless Graphics:** Please note that we define “textless” as follows: without words (in any language), numbers or graphic mattes/backplates of any kind. Each of the following individual items fall under this category:

**a. Graphic matte backplates in textless**

Custom built backplates are designed to enhance the look of a show as a background to lower thirds or graphics. When you are removing text, please be sure to **completely remove all graphic backplates** as well.

**WHY:** Backplates for U.S. programming are generally created to fit horizontal left-to-right text of a certain length. But that length and positioning won’t always work when translated into other languages. For example, Asian territories sometimes add text vertically, or German words can often be much longer than the space allotted in the backplate. Custom graphics and backplates should be included as a separate deliverable as per sections 1.18 and 13.4.

**b. Graphic Show Opens**

Graphic opens are commissioned and designed either by the supplier or by the network for A+E NETWORKS programs. Be sure to request a textless version of the open along with the texted version.

**WHY:** Our international channels may wish to create their own customized native language opens.

**c. Custom Maps**

Custom-built maps are designed to enhance the look of a show. Be sure to completely remove all text from the maps.

**WHY:** Our international channels may use their own native language to retitle the maps.

**d. Numbers and Abbreviations**

Visual depictions of numbers and abbreviations are used in graphics to connote measurements like time, weight, temperature, distance etc. (for example: -35F; 5,000 BCE; 3,000 miles). Remove ALL numbers and abbreviations from the textless versions of your programming.

**WHY:** Different abbreviations and standards of measurement are used internationally and our channels may choose to localize the content to their territory.

All of the above issues apply to these deliverables: Textless HD and/or SD versions

**3. HD Field Dominance conversion issues**

Be sure to up or cross convert all footage in compliance with SMPTE 274M and ITU-R709 standards.

**WHY:** This process is particularly important when working in 1080p/23.98 HD and materials are converted from 29.97 or 30-frame sources, including DVD’s. Improper conversions from varying frame rates can lead to video that looks jittery, stepped, or lories, which is further exacerbated by conversion from (to 1080/50i, or 1080/25psf or PAL for International broadcast). If necessary, a de-interlace filter may be used to properly cross convert footage.

**This applies to these deliverables:** Texted and Textless HD and/or SD versions

## **AUDIO**

### **1. Music & Effects tracks must be UNDIPPED.**

When you create a full stereo U.S. mix, the music & effects are often lowered within that mix so that it doesn't overwhelm the narration or dialogue. But when you make the isolated m&e tracks make sure you do NOT dip the m&e for dialogue or narration.

**WHY:** Programs will be re-languaged for international air. The length of the new narration will vary from the original narration. For example: it takes longer to say something in Spanish than English (by as much as 3 to 5 seconds). Most international clients use the isolated dialogue tracks plus the m&e tracks to create an *entirely new full stereo foreign language mix*. Undipped tracks give them maximum flexibility to do so.

**This applies to these deliverables:** Texted HD and/or SD versions: stereo m&e on ch 3 & 4, broadcast wav files with timecode on DVD: Stereo Music Tracks on ch 1 & 2

### **2. "Native dialogue" or "foreign language" interview bites on the dialogue tracks must be UNDIPPED and included in full.**

When you create a full stereo U.S. mix, you insert translated English dialogue over foreign language dialogue, and dip the levels to avoid conflict. But when you create the isolated dialogue track, do NOT include the English translation over the native translation, and do NOT dip the audio where the English translation used to be. The native language interview must be isolated and undipped on the dialogue tracks. Be sure to include each interview bite in its entirety; do not cut the bites short to better match the length of the English translation.

**WHY:** Most international clients don't use the English translation: they broadcast the original interview in the native language, then sub-title it or add their own dubbed translation over it. For example, a Latin American channel prefers to air a program with Latin American interviewees speaking their native Spanish. An Italian channel would air that same interview in the native Spanish, and subtitle or dub it into Italian. The English translation version adds an unnecessary layer.

**This applies to these deliverables:** Textless HD and/or SD versions: channel 1 Dialogue Track. Broadcast wav files with timecode on DVD: channel 7 dialogue track.

### **3. Profanity should be UNDIPPED and UNBLEEPED on the dialogue or on the m&e.**

You bleep out or dip all curses on the full mix for U.S. air, due to network S&P restrictions. But all dialogue needs to be undipped and unbleeped on the isolated dialogue and music&effects tracks, AND clean of all bleeps on the m&e tracks. This includes profanity in Archive/Film&TV clips and b-roll audio.

**WHY:** Different countries have different S&P standards: they may choose to leave the curses in, or remove them as they see fit.

**This applies to these deliverables:** Textless HD and/or SD versions: ch 1 Dialogue Track, Ch. 2 Television/Film Clips and ch 3 & 4 stereo m&e.

Broadcast wav files with timecode on DVD: channel 7 dialogue track and channel 3 mono FX track & ch. 4 Archive/Film&TV clips .

#### **4. Static or pops on the tracks**

Many factors can cause static or pops on audio tracks, so please monitor your audio closely.

Please note one frequent cause in particular: In non-linear edits, cuts between audio clips which are not “softened” properly, for example with a 2-frame dissolve at the edit point. Soften your music cuts and monitor your outputs carefully. Static or pops may not be as obvious when listening to the Full Mix, but when you isolate the music and add new narration, they can be exacerbated.

**WHY:** International clients mix new narration in their native language into the isolated dialogue and music and effects tracks to create a brand new stereo full mix.

**This applies to all deliverables.**

#### **5. Proper placement of audio on isolated dialogue and m&e tracks.**

When you create a full stereo mix, you blend all audio carefully to create the best sound possible. This mix will include music, sound effects, Natural Sound (B-roll audio) and dialogue, and sometimes film/TV clips or reenactments.

Include the following in your **undipped M&E**: all music, sound effects, Nat Sound (B-roll audio), non-story critical re-enactment, film& TV audio.

Include the following on the **isolated dialogue track**: on-camera interviews\*; location dialogue between characters in reality-based programming; any re-enactment dialogue that actively moves the story forward. \*English and undipped native language interviews without translation

The final M&E should include all audio that's found on tracks 1-4 of the broadcast wav file with timecode on DVD: Stereo Music on 1&2, Effects on 3 and Archive/Film&TV clips on 4. (The reverse is also true: when creating tracks 1-4 of the broadcast wav files with timecode on DVD, make sure to include all of the audio that is found on the final M&E).

When creating the stereo m&e tracks, keep in mind that sound effects should not be significantly louder than the music levels; likewise, the music should not drown out the sound effects. This is particularly important with regards to archival film and television clips, which must be clearly audible over the music levels.

**IMPORTANT DON'T:** place B-roll audio or TV/Film clips on the dialogue track, especially if they overlap or interfere with interview bites.

**WHY:** Many International clients replace the original English dialogue and narration tracks with new tracks in their own language and mix them with the stereo M&E to create a brand new full mix. Nat Sound or B-roll audio mixed on top of interview bites can complicate or prevent this process.

Example 1: In an episode of a reality series airing in Japan, all of the characters are completely revoiced by Japanese actors, and the original isolated dialogue track is not

used in the new stereo full mix. If b-roll audio has been included on the dialogue track, it will also be removed and would not be part of the new mix.

**Example 1:** A scientist is on camera talking about a discovery that she made, and part of her sound bite is covered with video of the scientist in her laboratory talking to a colleague. Only the interview audio should be included on the dialogue track in this instance; the b-roll audio from the laboratory should be included on the M&E.

**Example 2:** An interview of a police officer talking about an investigation overlaps with b-roll of the police officer in his car. The b-roll audio from inside the car should be included on the M&E tracks, and the on-camera interview audio should be included on the dialogue track.

**Example 3:** In a Biography of John Travolta, Spain may dub the narration in Spanish, replace interview dialogue with Spanish voices, but retain the original English audio on a clip from *Saturday Night Fever* and just subtitle it in Spanish in order to retain John Travolta's voice and performance in this famous role. If the film clip audio and the interview dialogue are mixed together, it becomes impossible for them to retain any of the original audio from the film clip.

**This applies to all deliverables.**

## **6. "Thought" dialogue belongs on the narration track**

An actor or narrator reads excerpts from diaries or letters, or says aloud other thoughts "going on inside someone's head," known as "thought dialog." This is NOT dialogue and should not be on the isolated dialogue or M&E&D tracks. It should be treated as narration and included in the full mix and narration tracks only.

**WHY:** It is re-languaged as narration for International. For example, in a show about the U.S. Civil War, letters from a Union soldier are read by an American actor. When the show airs in another market, for example Germany, a German actor will read the letter and the American version will be replaced. This gives the audience maximum impact in their own language.

**This applies to these deliverables:** Textless HD and/or SD versions: channel 1 Dialogue Track, channels 3&4 MED tracks. Broadcast wav files with timecode on DVD: dialogue track on channel 7, narration track on channel 8

**7. Audio drift between core material broadcast wav files** Compare the segment ins and outs on the broadcast wav files with timecode on DVD to the videotape versions. Differing frame rates in the source material can cause loss of synch; so can "extra" material ex: Nat Sound not included in the full mix. Please note that the frame rate should always be Standard Definition 29.97.

**WHY:** A+E NETWORKS creates international masters by combining elements from the texted, the textless and the broadcast wav files with timecode on DVD deliverables. If channels are out of synch, considerable time is wasted in edit synching the materials.

**This applies to these deliverables:** All audio channels on the Texted, Textless HD and/or SD, and the broadcast wav files with timecode on DVD.

Your Programming Representative and Stamford Production Services are your first resources for any questions you have during production. For additional questions specific to this tip sheet, please feel free to contact the following members of the International department:



## XXIV. 3D TECHNICAL SPECIFICATIONS

### Deliverables:

- 2 HDCAM SR Masters:
  - One Left Eye with Dolby 5.1 audio (channel assignments listed below)
  - One Right Eye with 2.0 audio (channel assignments listed below)
- 3D Digital Cinema Package (DCP) file: interweave, with Dolby 5.1 audio
  - Note: refer to this link for tech specs on the DCP only:  
<http://www.dcimovies.com/specification/index.html>
- 2x Left Eye DVD's for screening purposes (non-timecode-stamped)
- 1 or more audio DVD's with timecode-stamped broadcast .wav files (2.0 and 5.1)
- 1 Pro Tools Session DVD
- 2 3D Blu-ray screeners with Lab Access to the encoded 3D Blu-ray source
- Timing sheet

### Program Timing:

Each 3D Master should include should include the complete program fully texted, with any textless elements cut-to-cut at the tail of the master after 1 minute of black.

Total Running Time: approximately 0:44:00:00, making the blacks between acts 5 frames – long enough to open for commercial insertion but also short enough for continuous commercial free play.

Please provide a log of the segment in and out times and all individual textless elements.

Video and Audio Technical Specifications:

Lines: 1920 x 1080 progressive

Frames: 23.976

Aspect Ratio: 16:9 Full Frame

3D: Designed for Side By Side or Top Bottom Stereoscopic Encoding

All programs should meet the technical specifications of various end clients such as SKY3D channels, inDemand, DirectTV and others. Current client spec documents will be provided by A+E Networks when requested at commencement of pre-production planning.

**IMPORTANT:** Very careful attention must be paid to the 3D Depth (Positive and Negative Parallax) during shooting and post-production to conform to strict client broadcast specifications.

Audio Channel Assignment for Final Dolby 5.1 English Language Playback, to be included on HDCAM SR Left Eye Master:

1. Left Total
2. Right Total
3. M&E (Left)
4. M&E (Right)
5. Left Front
6. Right Front
7. Center
8. Low Frequency Effects (LFE)
9. Left Surround Rear
10. Right Surround Rear
11. Dolby E Encoded 5.1 Full Mix Audio
12. Dolby E Encoded 5.1 Full Mix Audio

Audio Channel Assignment for Final 2.0 Final Mix and Split Track Audio, to be included on HDCAM SR Right Eye Master:

1. Stereo Full Mix Left
2. Stereo Full Mix Right
3. Stereo M&E (Left)

4. Stereo M&E (Right)
5. Isolated Dialogue
6. Isolated Effects/B-Roll/SOT
7. Stereo ME&D (Mix Minus Narration) Left
8. Stereo ME&D (Mix Minus Narration) Right
9. Stereo Music Left
10. Stereo Music Right

## Audio Deliverables

### DVD#1

We will also require 24bit/48khz timecode-stamped Broadcast .wav files delivered on DVD per the chart below, to AETN's standard specs:

DATA DVD WITH AUDIO SPLIT TRACK & MIX FILES				
<u>File #</u>	<b>BROADCAST WAV FILE ASSIGNMENTS</b>			<u>#of Track(s)</u>
1	5.1 Audio Stems	All 5.1 tracks as listed above		6
2	Dolby E	Dolby E Encoded 5.1 Full Mix Audio	L / R	2
3	Music	Stereo Pair	L / R	2
4	Effects and Nat Sound	Stereo Pair (mono if not available in stereo)	L / R	1 or 2
5	TV/Film Archival Clips	Stereo Pair (mono if not available in stereo)	L / R	1 or 2
6	Music, Effects & Dialogue (MED)	Stereo Pair (Full final mix minus Narration)	L / R	2
7	Dialogue (Native Language interviews / location and critical re-enactment dialogue)	Stereo Pair (mono if not available in stereo)	L / R	1 or 2
8	Narration	Stereo Pair (mono if not available in stereo)	L / R	1 or 2
9	Stereo Full Mix	Same as texted master track 1&2	L / R	2
10	Stereo M&E	Same as texted master track 3&4	L / R	2

### DVD #2:

#### Pro-Tools Session Files DVD:

- 5.1 Printmaster
- 5.1 Music & Effects
- 5.1 Dialogue Stems (if available)

All 3D programs shall be delivered directly to a post production facility designated by A+E Networks. Contact [REDACTED]

[REDACTED] for more information about shipping.

All 3D deliverables will undergo Quality Control at a facility of A+E's choosing to meet stringent global 3D broadcast standards. In the event of QC failure, a copy of the technical report will be provided to you for review, and you will be responsible for providing technical fixes needed to bring the program up to global broadcast standards. We strongly recommend that you arrange for extensive quality control to all specs of your masters before delivery to minimize the possibility of QC failure and post-delivery corrections.

**Other**

All other standard deliverables such as scripts, music cue sheets, rights bibles, etc.: Please follow the general A+E Networks deliverable requirements.

**XXV. EXCEPTIONS**

Any exceptions to the requirements contained herein above must be approved by your Programming Executive and approval for such alternative delivery must be acquired in writing.



Risk Services



## **EXHIBIT A-AETN INSURANCE COVERAGE PROGRAM FOR PRODUCTION COMPANIES**

The terms and conditions set forth herein set forth the insurance requirements of the Agreement.

1. **Insurance provided by AETN:** AETN maintains a program of media-liability insurance which affords Producer coverage (the "Coverage") in connection with the production specified in the Agreement (the "Production"), as set forth in EXHIBIT A-1, receipt of which Producer acknowledges. Producer shall be responsible for timely payment of premiums to AON and will, at all times, be solely responsible for the payment of monies applicable to the Coverage retention (i.e., deductible amount), and/or Special Risk Coverage (as described in paragraph 5 below). AETN will not pay for any insurance coverage which Producer elects to purchase which is duplicative or in excess of the Coverage, or any other insurance coverage, except where specifically agreed in writing by AETN.
2. **Insurance Provided by Producer.** Producer agrees that it has obtained or will obtain from an insurance carrier acceptable to AETN, and will maintain at Producer's own expense during the period of production and post-production and until completion of delivery of services and/or products specified in this Agreement, the following insurance coverage:
  - A. **Workers Compensation & Employers Liability** including: Broad Form All States; Longshoreman and Harbor Workers' Act and; Jones Act endorsement(s), where applicable, as well as coverage meeting all state and local requirements applicable to and in the state of hire and the state(s) in which production activities will occur. Producer's coverage must include all independent contractors, loan-outs and others hired by, or providing services under the direction of, Producer for the Production. If any of the above is not so obtained and/or maintained, Producer must establish that such individuals are appropriately covered/insured by other means, except as otherwise permitted by law. A certificate of insurance evidencing such insurance coverage shall be provided to AETN and such certificate shall provide that the applicable insurance may not be materially altered or canceled on fewer than thirty (30) days prior written notice to AETN with a copy to AON/Albert G. Ruben, ("AON"), 171 Madison Avenue, Suite 401, New York, NY 10016.
  - B. **Other Insurance Provided by Producer.** Producer shall maintain, at Producer's sole cost and expense, all usual and customary insurance insuring the business activities of Producer which are not contemplated under this agreement, inclusive of personal and or owned vehicles.
  - C. Producer shall provide to AETN and AON evidence of all coverage set forth above, including submission of the completed Production Insurance Application (set forth as Exhibit B-2), upon the later of (i) execution of this Agreement or (ii) the date upon which AETN is obligated to remit to Producer the second payment under the terms of the Agreement.
3. **Procedural Matters.** AETN will direct AON to contact Producer promptly after the terms for the Production have been agreed upon and Producer shall be responsible for completing the Television Production Insurance Application (set forth as Exhibit B-2), which shall be signed by an officer of Producer and forwarded by Producer to AON. AON shall send to AETN Legal and Business Affairs a confirmation of receipt (the "AON Confirmation") and actual receipt by AETN of the AON Confirmation shall be a condition precedent for AETN's release to Producer of the second payment under the terms of the Agreement. Producer shall designate an individual responsible for coordinating all aspects of insurance on behalf of Producer and shall inform AON as to the name and contact information of said individual. AON shall arrange for the issuance and delivery to Producer of certificates of insurance ("Certificates of Insurance" and, each, a "Certificate of Insurance") in order for Producer to carry out its responsibilities under this Agreement. Producer shall promptly provide to AON at least two (2) copies of each certificate issued by Producer. Unless producer obtains prior consent from AON in advance, Producer shall issue Certificates of Insurance only to



Risk Services



municipalities, equipment-leasing companies and practical or studio locations. Producer acknowledges and agrees that Certificates of Insurance may not be issued to any certificate holder not in one of the categories enumerated in the previous sentence (unless AON so agrees in advance and in writing). Producer further acknowledges and agrees that such Certificates of Insurance as may be issued will be pre-printed and that Producer shall not alter, revise, amend or modify the Certificates of Insurance or any of the information contained therein in any manner whatsoever, except to insert in typewritten form the name of the recipient of the Certificate of Insurance in the Certificate Holder box. Any claims or damages resulting from any alteration, revision, amendment or modification to and/or misuse of the Certificates of Insurance shall be borne by Producer and Producer hereby covenants and agrees to indemnify, defend and hold harmless AETN and AON from and against any and all such claims and/or damages arising from or related to any breach by it of the terms and conditions hereof. Producer shall also provide to AON, along with the completed application, the final budget, and shooting schedule applicable to each program covered by the Agreement. AON will be authorized to contact Producer before the first filming date to re-confirm with Producer whether there is a need for any Special Risk Coverage, as defined in Paragraph 5, and Producer hereby authorizes AETN to provide AON with information to facilitate such contact.

4. **Notice of Claim.** Producer agrees to notify the designated claims coordinator of AON immediately, in writing, with respect to any claims, threats of claims, suits, damage to property or any other loss, and to cooperate with and provide in a timely manner all necessary documentation in support of such claims. Producer shall cooperate with and permit AETN or its insurance carriers to conduct the investigation and defense of any such claims, suits or losses.
5. **Special Risk Coverage.** Producer agrees to advise AON and AETN in writing, of any Special Risks associated with the Production. This includes, by way of example and not limitation: aircraft, watercraft, railroads, foreign activities, animals or any unusual or hazardous exposures and or conditions involving either cast or crew and or as required by written contract or based on the circumstances of the production. Producer's advance notice of any such Special Risk(s) must be in writing not fewer than five (5) business days prior to the commencement of any filming activities requiring such Special Risk Coverage, except as respects weather insurance, in which case Producer shall provide not fewer than fifteen (15) business days advance written notice. In the event that Special Risk Coverage cannot be or is not purchased, either because of time constraints, unavailability of coverage, or at the election of AETN or for any other reason, Producer shall so notify AETN and consult with AETN as to the appropriate course of action.

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_

20\_\_\_\_

A&E TELEVISION NETWORKS, LLC

Producer

AETN

By:

By:

Its:

Its:



Risk Services



## **INSURANCE COVERAGE - EXHIBIT "A - 1" [2011-2012]**

This is an illustration only of the coverage under the AETN Insurance Program. This insurance document is furnished as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such policy(ies). Moreover, the information contained in this document reflects coverage as of the date of this summary as shown below of the policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).

### **PRODUCER'S PACKAGE**

<u>Coverage</u>	<u>Limit of Liability</u>	<u>Deductible/Each Loss</u>
Props, Sets & Wardrobe	\$1,000,000	\$2,500
Extra Expense	\$2,000,000	\$5,000
Third Party Property Damage	\$1,000,000	\$2,500
Miscellaneous Equipment	\$3,000,000	\$3,500
Negative Film	\$10,000,000	\$ NIL
Faulty Stock	included above	\$ 5,000
Cast	\$10,000,000	\$15,000
Office Contents (Temporary Production Offices Only)	\$ 250,000	\$ 1,000
Money & Securities	\$ 100,000	\$ 1,000
Hired Automobile Physical Damage	\$1,000,000	\$2,500

**THE PRODUCTION COMPANY IS RESPONSIBLE FOR ALL DEDUCTIBLES IN THE EVENT OF A LOSS.**



Risk Services



**EXHIBIT "A - 1" [2011-2012]**

**COMMERCIAL GENERAL LIABILITY**

	<u>Limit of Liability</u>
General Aggregate (Per Project)	\$2,000,000
Bodily Injury/Property Damage Each Occurrence	\$1,000,000

**NON-OWNED AND HIRED AUTO LIABILITY**

	<u>Limit of Liability</u>
Bodily Injury/Property Damage Combined Single Limit Per Occurrence	\$1,000,000

Owned Automobiles are excluded unless specifically declared for coverage.

**COMMERCIAL UMBRELLA LIABILITY**

	<u>Limit of Liability</u>
Per Occurrence (Bodily Injury/Property Damage)	\$5,000,000
Aggregate (Per Production)	\$5,000,000
Self-Insured Retention (deductible)	\$ 10,000

This insurance document is furnished as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such policy(ies). Moreover, the information contained in this document reflects coverage as of the date of this summary as shown below of the policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).



Risk Services



**EXHIBIT "A - 1" [2011-2012]**

**FOREIGN COMMERCIAL GENERAL LIABILITY (not included)**

**Please advise of any productions outside the United States, US territories and Canada.**

**GUILD/UNION TRAVEL ACCIDENT (not included)**

**If production is a signatory to any Guild or Union, please advise Albert G. Ruben so that required coverage can be arranged.**

**ERRORS & OMISSIONS**

**LIMIT PER PRODUCTION:**

**\$5,000,000 Each Occurrence / \$5,000,000 Aggregate**

**DEDUCTIBLE:**

**\$25,000 Each & Every Loss**

- The E&O Policy provides coverage for distribution by AETN ONLY.
- The E&O Policy provides that the limits of liability available to pay judgments or settlements shall be reduced by amounts incurred for legal defense. Furthermore, amounts incurred for legal defense shall be applied against the deductible amount.
- Production Company responsible for the deductible.

This insurance document is furnished as a matter of information for your convenience. It only summarizes the listed policy(ies) and is not intended to reflect all the terms and conditions or exclusions of such policy(ies). Moreover, the information contained in this document reflects coverage as of the date of this summary as shown below of the policy(ies) and does not include subsequent changes. This document is not an insurance policy and does not amend, alter or extend the coverage afforded by the listed policy(ies). The insurance afforded by the listed policy(ies) is subject to all the terms, exclusions and conditions of such policy(ies).



Risk Services

**"Exhibit B - 1"****Special Coverage Checklist**  
**TELEVISION PRODUCTION INSURANCE PROGRAM****NETWORK:****PRODUCTION TITLE:****PRODUCTION COMPANY:**

1. Aircraft (Helicopter or Fixed Wing-Scouting or Filming, private Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire  
charters or any other aircraft use including Hot Air Balloons):

2. Stunts: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

3. Watercraft: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

4. Pyrotechnics: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

5. Cast Insurance (Irreplaceable Talent &/or Director): Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire **(Cast Insurance is not included. Should this coverage be necessary, please contact Aon/Albert G. Ruben )**

6. Railroad or Railroad Locations: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

7. Animals: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

8. Weather Insurance: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached application

9. Foreign Locations Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

10. Jewelry, Furs, Fine Arts, Antiques?: Yes \_\_\_\_\_ No \_\_\_\_\_ If Yes, complete attached questionnaire

11. Delivery Date: Is there a specific delivery date to client for this production in which a claim could cause increased expenses to expedite the production?: Yes \_\_\_\_\_ No \_\_\_\_\_ : Please explain.

12. Are there any other special or unusual situations associated with the job including any mechanical effects? If yes, please explain:

13. Is this a Union Production? If so, is Guild Union Travel Accident coverage in place?

Date:	Completed By:	Production Business Manager	Tel #	Faxsimile #	E-mail
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PLEASE COMPLETE AND RETURN THIS FORM ALONG WITH A CERTIFICATE OF INSURANCE EVIDENCING THE WORKERS COMPENSATION COVERAGE IN PLACE FOR THIS PRODUCTION TO:

**AON / ALBERT G RUBEN COMPANY**  
Attn: Laura R. Comerford  
171 Madison Avenue, Suite 401, New York, NY 10016  
  
Telephone: 212-337-4354  
Fax: 212-633-1457 or 847-953-0886  
laura\_comerford@ars.aon.com



Risk Services

## PRODUCTION INSURANCE APPLICATION "B-2"

1. **NAME OF PRODUCTION COMPANY:** \_\_\_\_\_2. **Address, City, State, Zip Code:** \_\_\_\_\_3. **Contact Name, Phone:** \_\_\_\_\_4. **Email, Fax #:** \_\_\_\_\_5. **Applicant is:**  Corporation  Partnership  Individual  Joint Venture6. **State of Incorporation:** \_\_\_\_\_ 7. **Federal ID#:** \_\_\_\_\_8. **Names and Titles of Principal Officers, Partners or Individuals:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_9. **TITLE OF PRODUCTION:** \_\_\_\_\_10. **TOTAL COST OF PRODUCTION INCLUDING EDITORIAL:** \_\_\_\_\_11. **Pre-Production:** \_\_\_\_\_ **Start Date:** \_\_\_\_\_ **Delivery Date:** \_\_\_\_\_ **Air Date:** \_\_\_\_\_12. **Synopsis of Program:** \_\_\_\_\_  
\_\_\_\_\_13. **Production is:**

Television Pilot	½ Hour / 1 Hour / Other _____	
Television Special	½ Hour / 1 Hour / Other _____	
Television Series	½ Hour / 1 Hour / Other _____	Number of Episodes: _____

14. **Filming Location(s):** \_\_\_\_\_  
\_\_\_\_\_15. **NETWORK:** \_\_\_\_\_

- **A & E**
- **History** **(Circle One)**
- **Biography**

16. **Network Contact Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_17. **ANY STUNTS, AIRCRAFT, RAILROAD, WATERCRAFT, ANIMALS, FOREIGN LOCATIONS OR UNUSAL AND/OR HAZARDOUS FILMING LOCATIONS OR ACTIVITIES? PLEASE DESCRIBE IN FULL (SEE EXHIBIT "B-1"):**  
\_\_\_\_\_  
\_\_\_\_\_



Risk Services

#### 18A. ERRORS AND OMISSIONS:

A. Name, Address & Phone Number of the person who performs the Clearance Work in connection with the Production being declared:

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B. Name & Address of Applicant's Attorney: Individual: \_\_\_\_\_

Firm/Address: \_\_\_\_\_ Phone: \_\_\_\_\_

C. Has the Applicant read the **CLEARANCE PROCEDURES** included with this Application..  Yes  No

D. The Applicant agrees to adhere to and follow the **CLEARANCE PROCEDURES**, with reasonable care and due diligence, as applicable to the production as specified in this Application.....  Yes  No  
If NO Explain: \_\_\_\_\_

E. Has a title report (with legal opinion) been obtained from any title clearance service (please forward copy)

\_\_\_\_ YES \_\_\_\_ NO

F. Are there any ambiguities, gaps or problems in the chain of title.....  Yes  No

If YES, Explain: \_\_\_\_\_

G. Is this production an original work for hire .....  Yes  No

IF NO:

1. Has a copyright report been obtained .....  Yes  No

2. Are there any ambiguities, gaps or problems in the chain of title .....  Yes  No

If YES, Explain: \_\_\_\_\_

H. Is the name or likeness of any living person used or is any deceased person portrayed (with or without use of name of likeness) in this Production .....  Yes  No  
If YES, has a "clearance/license/rights/consents" been obtained .....  Yes ...  ... No

If "No", will the appropriate "clearance/license/rights/consents" be obtained prior to the first airing of the production? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "clearance/license/rights/consents" have not been obtained, please explain:

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I. Is there a plausible risk that a living person could claim (without regard to the merits) to be identifiable, whether or not the person's name or likeness is used or the Production purports to be fictional .....  Yes  No  
If YES, has a "clearance/license/rights/consents" been obtained .....  Yes ...  ... No

If "No", will the appropriate "clearance/license/rights/consents" be obtained prior to the first airing of the production? \_\_\_\_\_ Yes \_\_\_\_\_ No

If "clearance/license/rights/consents" have not been obtained, please explain:

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Risk Services




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J. Has applicant or any of its agents bargained for (a) any rights in Literary, Musical or other Material: or (b) releases from any persons in connection with the Production, and been **UNABLE** to obtain or refused an agreement or release .....  Yes  No  
 If YES, explain: \_\_\_\_\_

K. Will any Film Clips be used in this Production .....  Yes  No  
 If YES, has a "clearance/license/rights/consents" been obtained .....  Yes  ... No  
 If "No", will the appropriate "clearance/license/rights/consents" be obtained prior to the first airing of the production?  Yes  No  
 If "clearance/license/rights/consents" have not been obtained, please explain: \_\_\_\_\_

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L. Are any photographs used in the Production .....  Yes  No  
 If YES, has a "clearance/license/rights/consents" been obtained .....  Yes  ... No  
 If "No", will the appropriate "clearance/license/rights/consents" be obtained prior to the first airing of the production?  Yes  No  
 If "clearance/license/rights/consents" have not been obtained, please explain: \_\_\_\_\_

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M. Have all Musical Rights been cleared .....  Yes  No  
 If YES, has a "clearance/license/rights/consents" been obtained .....  Yes  ... No  
 If "No", will the appropriate "clearance/license/rights/consents" be obtained prior to the first airing of the production?  Yes  No  
 If "clearance/license/rights/consents" have not been obtained, please explain: \_\_\_\_\_

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N. Is Original Music commissioned for this production .....  Yes  No  
 If YES, has a hold Harmless been obtained from the composer .....  Yes  No

**18B. APPLICANT'S WARRANTY AND REPRESENTATION:**

A. Applicant represents and warrants that neither it, nor any of its Officers, Directors or Partners have any knowledge, actual or constructive:

a) Of any claims or legal proceedings made or commenced against the Applicant, or any Officers, Directors, Partners, or subsidiary or affiliated companies within the last five (5) years for invasion of privacy, infringement of copyright (statutory or common law) defamation, unauthorized use of titles, formats, ideas, characters, plots or other program material embodied in any Production, or breach of implied contract arising out of alleged submission of any literary or musical material. If no exceptions, Please Initial

Except as Follows:



Risk Services



b) Of any threatened claims or legal proceedings against the Applicant or any Officers, Directors, subsidiaries or Partners or against any other person, firm or company arising out of or based upon any Production including title thereof, or any material upon which any Production is or will be based that would be covered by the Policy sought to be obtained by the Applicant. If no exceptions, Please Initial

Except as Follows: \_\_\_\_\_

c) Of any facts, circumstances or prior negotiations by reason of which a claim might reasonably be asserted or legal proceedings instituted against the Applicant with respect to the production that would be covered by the Policy sought to be obtained by the Applicant. If no exceptions, Please Initial

Except as Follows: \_\_\_\_\_

**18C. THIS APPLICATION IS SUBMITTED WITH THE FOLLOWING SPECIFIC UNDERSTANDING:**

A. The undersigned authorized representative of the Applicant, based upon reasonable inquiry, warrants to the best of its knowledge that the statements set forth herein are true and include all material information and that Applicant has not omitted, suppressed or misstated any facts.

B. Applicant understands that the limit of liability and deductible under any Policy to be issued in response hereto shall include both loss payment and claim & defense expenses as defined in the Policy. The Defense Cost Provision of the Policy stipulates that the limits of liability may be completely exhausted by the cost of legal defense, and any deductible or retention shall apply to investigation expenses and defense cost as well as indemnity.

Signed By: \_\_\_\_\_ Printed: \_\_\_\_\_

Date: \_\_\_\_\_

(Executive Officer / Principal)



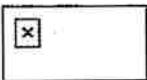
Risk Services

**AON**

**To complete your application, please submit the following:**

- List previous Production works/Resume
- Production Budget
- Production Schedule
- Your evidence of Workers' Compensation coverage (Certificate of Insurance)
- Title report with legal opinion

**FAX THIS FORM THEN MAIL HARD COPY OF FORM WITH ATTACHMENTS PRIOR TO START DATE OF PRODUCTION**



**TO:**

**AON/ALBERT G. RUBEN COMPANY NY INC.**  
**ATTN: LAURA COMERFORD**  
**171 Madison Avenue, Suite 401**  
**New York, NY 10016**

**PHONE: 212-337-4354**  
**FAX: 847-953-0886**  
**LAURA\_COMERFORD@ARS.AON.COM**

**PLEASE NOTE THAT ONCE WE RECEIVE ALL REQUIRED PAPERWORK WE WILL REVIEW AND SEND OUT AN INVOICE. COVERAGE CAN NOT BE BOUND AND CERTIFICATES ISSUED UNTIL WE RECEIVE PAYMENT IN FULL.**



Risk Services

## Clearance Procedures

The applicant and their counsel should assure themselves of the following before first exhibition of the Insured's production:

1. A copyright report must be obtained, covering domestic and foreign copyright, as well as all extensions and renewals thereof, for all literary material (other than original and unpublished) contained in the production. If the Insured is acquiring the production as a completed work (such as a pick-up of a motion picture) a copyright report must also be obtained covering the completed work. In the case of an unpublished original work, the origin of the work must be traced in order to ascertain that the Insured has all required rights in the work.
2. Written agreements must exist between the Insured and the creators, authors, writers and owners of all material, including quotations from copyrighted works, used in the insured production, authorizing the Insured to use the material in the insured production.
3. If the production is in any way based on actual facts, it must be ascertained if the source material is primary (e.g. direct interview, court records) and not secondary (e.g. another copyrighted work). Use of secondary sources may be permissible, but full details must be provided to Company in an attachment to the application.
4. Written releases must be obtained from all persons who are recognizable or who might reasonably claim to be identifiable in the insured production, or whose name, image or likeness is used, and if such person is a minor, the minor's consent must be legally binding. If the recognizable or identifiable person is deceased, releases must be obtained from the personal representative of such person. Releases of the type described in the preceding two sentences may not be required in certain instances, but full details must be provided to Company in an attachment to the application. Releases are not necessary if the recognizable person is part of a crowd or background shot and his image is not shown for more than a few seconds or given special emphasis.
5. Where the work is fictional in whole or in part, the names of all characters must be fictional. In certain limited instances, particular names need not be fictional, but full details must be provided to Company in an attachment to the application.
6. Where scenes are filmed depicting or referring to distinctive businesses, personal property or products identifiable with any person, firm or corporation, or depicting or referring to distinctive real property of any person, firm or corporation, written releases must be obtained from such person, firm or corporation granting the Insured the right to film and use such property in the insured production. In certain instances releases may not be required, but full details must be provided to Company in an attachment to the application. Releases are not necessary if property is non-distinctive background only.
7. All releases must give the insured the right to edit, modify, add to and/or delete any or all of the material supplied by the releaser. Releases from recognizable persons must grant the Insured the right to fictionalize the Insured's portrayal of the releaser.
8. All contracts and releases must give the insured the right to market the production for use in all media and markets (e.g. video discs, cassettes, supplemental markets), except to the extent the Insured qualifies the application to exclude insurance coverage for particular media.
9. Synchronization and performance licenses must be obtained from the composer or copyright owner of all music used in the insured production. Licenses are unnecessary if the music (and its arrangement) is in the public domain. Licenses must also be obtained for the use of previously recorded music.
10. If the production contains any film clips, the Insured must obtain authorization to use the film clip from the owner of the clip who has the right to grant such authorization and must obtain authority from the appropriate persons for "secondary use" of all material contained in the film clip, e.g. underlying literary and musical rights, performances of actors and musicians.
11. A report (generally known as a "title report") covering the title of the production must be obtained from a recognized source setting, for the prior uses of the same or similar titles, and the title of the production must be changed to avoid any conflict.
12. It must be determined whether the applicant, or any of its officers, directors, partners or agents received any submission of any similar material or production, and if so, Company must be fully advised of all circumstances relating to each such occurrence, in an attachment to the application.
13. It must be determined that the insured production does not contain any material which constitutes defamation, invasion of privacy or violation of the right of publicity or of any other right of any person, firm or corporation.

The foregoing Clearance Procedures should not be construed as exhaustive, nor do they cover all situations which may arise, given the great variety of productions. Rather, the applicant and its counsel must continually monitor the production at all stages, and in light of any special circumstances, to make certain that the production contains no material which could give rise to a claim.

**ATTACHMENT 1**

In addition to any other representations and warranties contained in the Agreement, Producer represents and warrants that it will comply, if applicable, with all of the obligations set forth herein regarding 18 U.S.C. § 2256, §§ 2257 and 2257A, and any sections related thereto:

1. **Performer Age-Verification.** Producer confirms that no performer appearing or to appear in the Program<sup>1</sup> in any scene of sexually explicit conduct (as that term is defined in 18 U.S.C. § 2256 and incorporated in 18 U.S.C.) and/or any depictions of lascivious exhibition and/or simulated sexually explicit conduct was younger than eighteen (18) years of age on the date of original production (*i.e.*, original filming) of any such scene in which the individual appears.
2. **Recordkeeping for Depictions of Actual Sexually Explicit Conduct.** Either the Program does not contain depictions of actual (i) sexual intercourse (including genital-genital, oral-genital, anal-genital, or oral-anal, whether between those of same or opposite sex), (ii) bestiality, (iii) masturbation, or (iv) sadistic or masochistic abuse; or before filming, for each performer in such depiction of actual sexually explicit conduct, Producer ascertained, or will ascertain, that no such performer was a minor, and Producer created and maintains records confirming that fact in compliance with 18 U.S.C. § 2257 and 28 C.F.R. §§ 75.1-75.8. Producer will verify each performer's information by examining an identification document containing the performer's name and date of birth, copies of which records Producer will deliver to AETN as part of the Rights Bible for the Program. In addition, in the end credits of the Program, there appears or will appear a statement specifying the Program's title, the street address at which records required by 18 U.S.C. § 2257 and 28 C.F.R. §§ 75.1-75.8 are available, and the title and business address of an individual assigned by Producer to maintain the records. If there are no end credits, the required information will appear within one (1) minute from the start of the Program). All information set forth in the statement will be accurate as of the date the Program is delivered to AETN and appear in a color clearly contrasting with the background against which the text appears, displayed for a sufficient duration and in sufficient size to be readable by the average viewer.
3. **Certifications for Depictions of Lascivious Exhibition and/or of Simulated Sexually Explicit Conduct.** Either the Program does not depict any lascivious exhibition of any performer's genitals or pubic area – including that which may be clothed – or any simulated sexually explicit conduct as identified in Section 2(i-iv) above; or Producer has certified, or will timely certify, to the Attorney General, pursuant to 18 U.S.C. § 2257A(h), in the form required by 28 C.F.R. § 75.9, that Producer regularly, and in the ordinary course of business collects and maintains, individually identifiable information regarding all performers (including minor performers) employed by Producer pursuant to Federal and/or State tax, labor, and other laws, labor agreements, or otherwise pursuant to industry standard, and will deliver to AETN as part of the Program's Rights Bible a copy of that certification. "Simulated sexually explicit conduct" is defined as the acts set forth in Section 2(i-iv) above, depicted in a manner causing a reasonable viewer to believe the performers engaged in such conduct notwithstanding that they did not actually do so.
4. **Collection and maintenance of individually identifiable information for performers.** For all performers (including minor performers) employed by Producer directly (and specifically including performers with whom AETN is contracted directly who are included in the Program), Producer shall itself collect and maintain individually identifiable information for such performers as necessitated by

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<sup>1</sup> For purposes of this Exhibit, "Program" shall refer to the program which is the subject of the Agreement, whether defined as Program, Pilot, or Series, and shall include each Episode of a Series.

Federal and/or State tax, labor or other law, or labor or industry standards, in a manner retrievable by performer name, and deliverable to AETN upon demand. For all performers employed by Producer through third parties, Producer has contractually obligated any such third party (i) to confirm that they collect and maintain, pursuant to Federal and/or State tax, labor or other law, or labor or industry standards, individually identifiable information that includes at minimum performers' names, addresses and dates of birth; (ii) to be able to retrieve such individually identifiable information by performer name, and (iii) to deliver performers' individually identifiable information upon demand by Producer.

**If Producer's Program:**

- A. Includes any depiction of actual sexually explicit conduct, Producer shall keep copies of records for the Program created and maintained in compliance with 18 U.S.C. § 2257 and 28 C.F.R. §§ 75.1-75.8. The records shall include date of original production of the Program as defined by 28 C.F.R. § 75.1(m) and for each performer shown in any depiction of actual sexually explicit conduct (i) the performer's legal name and date of birth as obtained by Producer (or its agents) through examination of an identification card prior to production of the depiction, (ii) a legible copy of the identification card examined, (iii) any name, other than the performer's legal name, ever used by the performer, including maiden names, aliases, nicknames, stage names, or professional names. The records shall be alphabetically organized by performers' legal names (by last or family name, then first or given name), and indexed or cross-referenced to each alias or other name the performer has used, and to each program containing depictions of actual sexually explicit conduct produced by Producer in which the performer appears.
- B. Includes any depiction of lascivious exhibition of the genitals or pubic area of any performer and/or simulated sexually explicit conduct as set forth in Section 2 above, Producer shall supply AETN with a copy of Producer's certification to the Attorney General under 18 U.S.C. § 2257A(h) in the form required by 28 C.F.R. § 75.9 as part of the Program's Rights Bible(s).
- C. Includes any depiction of actual sexually explicit conduct and/or includes any depiction of lascivious exhibition of the genitals or pubic area of any performer and/or simulated sexually explicit conduct as set forth in Section 2 above, Producer shall provide (as part of the Program's Rights Bible(s)) copies of all contracts with third parties furnishing performers Producer had appear in each Program, indicating that Producer has contractually obligated such third parties to perform the actions required by Producer's obligations set forth in this Attachment.

\*\* Within three (3) business days of written notification from AETN identifying any performer by name or description, Producer shall, for each performer Producer had appear in the Program, demonstrate that the performer is either not "employed by" Producer within the meaning of 28 C.F.R. § 75.1(s), or produce copies of individually identifiable information collected and maintained for the performer, regardless whether the performer was employed by Producer directly or indirectly through a third party.

**AETN GUIDELINES FOR PROGRAMS THAT HAVE SEX SCENES OR SEXUAL CONTENT,  
NUDITY, OR SCANTILY-ATTIRED INDIVIDUALS**

Federal and state laws prohibit the creation, dissemination, and even mere possession of child pornography, and federal law also includes provisions to ensure producers do not inadvertently create child pornography by unknowingly using underage performers in certain ways. *Failure to adhere to these restrictions and requirements can result in CRIMINAL liability and can make any material created in violation of them contraband and thus unusable.*

Accordingly, each Producer must follow the procedures below for all material with sex scenes or with individuals who appear in lingerie, scanty swimsuits or undergarments, or other revealing attire:

- Prior to any taping/filming, Producer must confer with Legal & Business Affairs in all of the following circumstances (whether, or not, the individual appearing/performing is 18 years of age or older):
  - Material that uses in any way, for any amount of time, nudity (including but not limited to, frontal or below-the-waist nudity)
  - Material in which performers appear in lingerie, or any swimsuit, undergarment, or other attire that is any way revealing of – including by covering but outlining – the genitals or pubic area of an individual
  - Material which in any way includes any shot, scene or sequence of which the focus is the genitals or pubic area of any individual
- Furthermore, for material with performers under 18, and therefore “minors,” on any date of production (i.e., the individual is ACTUALLY UNDER 18 years of age, not merely an over 18 individual playing a minor):
  - No underage individual shall engage in any actual sex act (including masturbation or sadomasochistic abuse), regardless whether it makes the “final cut” of the work
  - No underage individual shall simulate a sex act in a manner intended to convey he or she actually engaged in the sex act, regardless whether it makes the “final cut” of the work
  - No underage individual shall appear in any shot in which any other performer – underage or otherwise – engages in an actual sex act or a sex act simulated as described above
  - If any underage person is to appear in a scene in which other performers engage in a sex act, the underage person must be shot separately and his or her presence in the scene included only through editing
- As to adults appearing in any Program, to ensure avoidance of record-keeping obligations, and to confirm appropriate government-filings, if any, have been made:
  - No individual shall engage in any actual sex act
  - No individual shall simulate sex in a manner intended to convey that he or she actually engaged in a sex act in the production of the scene
- All union rules, labor standards, and other legal requirements applicable to use of minor individuals or performers must be adhered to at all times